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The Right Hon. Lord HALSBURY (Lord Chancellor of England).  
The Hon. Mr. Justice KEKEWICH.

The Right Hon. Sir JAMES PARKER DEANE, Q.C., D.C.L.

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WILLIAM WILLIAMS, Esq.

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CURRENT TOPICS.

THE PARISH MEETINGS for the nomination and election of parish councillors for 1896-97 are to be held on Monday next under the rules contained in the Parish Council Election Order, 1896, recently issued by the Local Government Board. These rules do not materially differ from those which governed the first elections of those bodies in December, 1894. There is, however, one point which persons acting as chairmen at these meetings would do well to bear in mind. This is the possibility of their finding themselves respondents in an election petition if they give cause for complaint of their conduct in the performance of the duties entrusted to them. Under the rules of 1894 this could only happen in cases where the whole election was completed at the parish meeting itself, and the meeting was not followed by a poll. Under their provisions no power existed of making a chairman amenable who acted under the influence of political or personal bias in giving his decision on the validity of nomination papers; and cases, it is believed, were not unknown in which chairmen gave effect to very frivolous objections to the nomination papers of their political opponents, and were blind to precisely similar flaws in the nominations of candidates of their own way of thinking. Under the present rules, section 88 (2) of the Municipal Corporations Act, 1882, is so adapted as to make it possible to make a chairman a respondent to a petition in any case in which the petitioner complains of his conduct. It would, of course, be difficult in most cases to bring home a charge of misconduct on the part of a chairman, but where conduct of the nature already indicated was established, the consequences to a partisan chairman might be serious, for the court trying an election petition has full power to visit a delinquent with costs.

UNDER SECTION 40, sub-section (3), of the Bankruptcy Act, 1883, in the distribution of an insolvent estate in the case of partners, the joint estate is applicable in the first instance in payment of their joint debts, and the separate estate of each partner is applicable in the first instance in payment of his separate debts. But if there is no joint estate a joint creditor comes on the separate estate *pari passu* with the separate creditors: *Re Budgett, Cooper v. Adams* (1894, 2 Ch. 557). A very small amount of joint estate, however, will postpone him—e.g., an old stool and map worth 3s. 6d. and a bad debt: *Ex parte Kennedy* (2 De G. M. & G. 228). In *Re Murietta, Cooper v. Barnes*, before CHITTY, J., on Wednesday,

the 4th inst., the joint estate consisted of worthless and unmarketable shares. There was no doubt as to this, but the separate creditors argued with great ingenuity that shares were worth what they would fetch, and that until these shares had been put up for sale without finding a purchaser, no one would call them worthless or unmarketable. The judge, as might be expected, saw through this novel point, the idea, of course, being that the separate creditors would bid for the shares, however worthless, so as to make a little joint estate and postpone the joint creditors. The shares being worthless, his lordship did not think it would be right to allow the separate creditors, in effect, to subscribe money, put it into the till, and say, "There's your joint estate." If he allowed that, there would be no case in which prudent separate creditors could not manufacture a joint estate. As there must be very few cases in which the partnership premises do not contain an ink-bottle or a pen for which an enterprising separate creditor might give £20, it is quite clear that market price and not fancy price must be the guide in estimating the value of joint estate.

THE CASE of *Munkittrick v. Perryman*, recently decided by a Divisional Court (WILLS and WRIGHT, JJ.) is an instance of the confusion which has resulted from the decision of the Court of Appeal in *Broderip v. Salomon & Co.* (43 W. R. 612). It is not an unreasonable inference from that decision that whenever a company is formed with less than seven members, each having a separate substantial interest, the company, though in point of form regularly created, is brought into existence for an illegitimate purpose. In consequence, the persons substantially interested in the company are not entitled to the benefit of limited liability, and they may be called upon to bear the debts of the company. The company is treated as an agent, according to VAUGHAN WILLIAMS, J.—or, perhaps, rather as a trustee, according to the Court of Appeal—and the persons substantially interested are bound to indemnify it against liabilities as though they were *cestuis que trustent* or principals. If this is so, then it is not difficult to draw the further inference, as was done by Judge LUMLEY SMITH at the Westminster County Court in *Munkittrick v. Perryman*, that a creditor of the company can, upon discovering who are the persons really constituting the company, treat them as undisclosed principals, and sue them in that capacity. The Divisional Court, however, have held that this obliterates the company too completely, and that the creditor must be satisfied with his remedy against the company. Ultimately he can place the company under the control of a liquidator, and the liquidator will do for the creditor what the creditor cannot do for himself. But this takes time, and it is not surprising that the creditor in the present case should have elected, on the authority of *Broderip v. Salomon & Co.*, to "go for" the principals in the first instance.

EVERY ACTION for the recovery of compensation under the Employers' Liability Act, 1880 (43 & 44 Vict. c. 42), must, in the first instance, be brought in a county court, but may, upon the application of either party, be removed into the High Court (section 6). Where, however, a High Court judge at chambers has refused an application for removal of such an action from the county court, the discretion so exercised will not readily be interfered with. This appears from the case of *Carter and Others v. Rigby & Co.*, which was determined a few days ago. There the action sought to be removed was brought in a county court by the personal representatives of fifty deceased colliers, whose deaths had been caused by the flooding of a colliery in which they were working. The total amount of damages claimed was £9,600, and it was alleged that difficult questions of fact and law were involved. An order for the removal of the action to the High Court having been refused by POLLOCK, B., the defendants appealed from his decision to the Court of Appeal, who, however, dismissed the appeal upon the ground that there was no reason to interfere with Baron POLLOCK's discretion, especially as the plaintiffs had offered to have the action tried either by the county court judge alone or by the judge sitting with assessors. During the

argument of this case a point of some importance to suitors was incidentally mentioned—namely, whether the plaintiffs were entitled to join in one action or should have sued separately. In view of what was held by the House of Lords in *Smurthwaite v. Hannay* (43 W. R. 113; 1894, A. C. 494), it is certainly very doubtful whether such a joinder of plaintiffs would be permitted in the High Court, even though the separate causes of action arose out of the same transaction. It would seem, however, that the County Court Rules, 1889 (ord. 44, rr. 3, 18, 19), contemplate, if they do not expressly permit, the joinder of plaintiffs under the circumstances above mentioned.

THE DECISION of the House of Lords in *Ex parte Barnes* on Monday last sets at rest a question which has been before the courts in several cases, and their opinion is in complete harmony with that expressed by the Court of Appeal. In spite of the persistence with which the point has been raised, it is difficult to see upon what grounds the Board of Trade have taken the view which must now be considered to have been clearly erroneous. The question is purely one of construction, and it arises upon section 8 of the Companies (Winding-up) Act, 1890. The first sub-section of that section requires the official receiver to submit a preliminary report to the court as to the capital, assets, and liabilities and causes of failure of a company as to which a winding-up order has been made. Sub-section 2 empowers him to make a "further report" as to the manner in which the company was formed, and as to whether any fraud was committed by promoters, directors, or officers. Sub-section 3 empowers the court, "after consideration of any such report," to direct any promoter, director, or officer to attend for public examination. The contention on the part of the Board of Trade was that where a preliminary report under sub-section 1 had been made in which the official receiver stated his opinion that further inquiry was desirable as to the failure of the company and the conduct of its business, and that for that purpose a public examination of certain persons should be held, the court had power to order these persons to attend for public examination without any "further report" under sub-section 2 having been made. Now, it is clear from sub-section 3 that this jurisdiction of the court only arises after consideration of the report there referred to as "such report," and the only question is whether "such report" means either the preliminary or the further report, or only the latter. The Court of Appeal has held in several cases that the further report only is referred to, and that no public examination can be directed upon a preliminary report (*In re Great Kruger Gold Mining Co.*, 1892, 3 Ch. 307; *In re General Phosphate Corporation*, 1895, 1 Ch. 3), and in the present case VAUGHAN WILLIAMS, J., and the Court of Appeal gave formal judgments merely relying on the previous decisions. The House of Lords dismissed the appeal, holding that a further report under sub-section 2 is a condition precedent to an order for public examination. Their decision does not seem to have touched the more difficult point as to how far the further report must allege fraud in order to enable a public examination to be directed. On this point there have been differences of judicial opinion, and the matter has not yet been satisfactorily settled.

GARNISHEE proceedings frequently consist of an exciting race between two judgment creditors in the High Court, but such contests are comparatively uninteresting by the side of a contest between the High Court and the county court to capture a sum of money due to a judgment debtor. The following facts have been brought to our notice. We make use of names for clearness merely—they are not the real names. JONES & Co. trade within the jurisdiction of a metropolitan county court, and have in their hands a sum of £20 which is a debt due from them to SMITH. BROWN sues SMITH in the county court, obtains judgment, and issues a garnishee summons against JONES & Co. returnable on the 26th of February. ROBINSON holds a judgment of the High Court against SMITH, and becomes aware of the debt due from JONES & Co. to SMITH, whereupon he obtains a garnishee order *nisi*, and serves it upon JONES & Co. The High Court's order *nisi* is dated subsequent to, and served on

JONES & Co. later than the county court summons; but it is made returnable on the 24th of February, two days before the county court summons. JONES & Co. attend the master to shew cause against the High Court garnishee order, and produce the county court garnishee summons served previously but returnable later. The master, nevertheless, makes the High Court order absolute. It is drawn up within an hour and served, with an intimation that if payment is not made, execution will be issued immediately. Under stress of this threat and to avoid execution JONES & Co., the garnishees, pay the sum of £20 over to ROBINSON. The next day BROWN's garnishee summons in the county court comes on. JONES & Co. produce the order absolute of the High Court in favour of ROBINSON with his receipt indorsed. The judge, however, gives judgment for BROWN, and JONES & Co. have to pay the £20 a second time to avoid execution. There is not the least likelihood of the case resting there, but that is how it stands at present. The question involved is as to the precise effect of a garnishee summons issued by the county court. Ord. 26A, r. 3, of the County Court Rules says that such summons "shall bind in the hands of the garnishee all debts due, owing, or accruing from him to the debtor." Ord. 45, r. 2, of the Rules of the Supreme Court says that a garnishee order  *nisi* shall have precisely the same effect. We may take it, therefore, that the ruling in *Rogers v. Whitley* (1892, A. C. 118) applies to both the garnishee summons of the county court and the garnishee order *nisi* of the High Court. In that case Lord HALSBURY, C., said: "It would have been a disobedience to the order (*nisi*) on his (the garnishee's) part if he had paid anything after it had been served on him." Lord WATSON said the effect of the order *nisi* was "to make the garnishee custodian for the court of the whole funds attached; and he cannot, except at his own peril, part with any of those funds without the sanction of the court." In both courts the garnishee may pay the money into court at once. But in the case we have mentioned he could not even protect himself by doing this. If he paid into the High Court, he would be disobeying the county court summons; and if he paid into the county court, he would be disobeying the High Court order *nisi*. We shall await the result of any further proceedings that may be taken with much interest.

TO GAS COMPANIES, and, in fact, to all companies who, in the exercise of statutory powers, have to lay down pipes under the roadway, the case of *Price v. The South Metropolitan Gas Co.*, decided by the Lord Chief Justice and Mr. Justice GRANTHAM on the 9th of November, is of very great importance, as shewing the extent and ground of the liability of a gas company for injuries caused by an explosion of gas from one of their pipes. The case was an appeal from the Lambeth County Court, in which court the judge found that there was negligence on the part of the gas company, and awarded damages against them under circumstances which may shortly be stated as follows:—The plaintiff was passing along a highway leading to Southwark Bridge; an explosion of gas took place by which the plaintiff was thrown down and injured. This occurred during the long and severe frost in the month of February last, and the plaintiff having brought his action for the injury so caused, proved that the gas-pipe in question was laid under a highway in which there was considerable traffic, that it was laid only 10½ inches below the surface of the highway, and that when examined after the explosion it was found that the pipe had two cracks, one longitudinal and the other, apparently of some two or three days' existence, a transverse one running half-way round the pipe. He also proved that the pipe was not properly supported by the soil underneath, which was loose; that this looseness of the soil was probably caused by some workmen of the Sewers Commissioners who had reason to excavate the soil some two or three feet from the crack, but that this fact had not been communicated to the gas company, and was unknown to them; and it also appeared that there had been an escape of gas for some two or three days before the explosion, which was probably caused by an accumulation of the gas, which had escaped through the crack. The county court judge inferred from these facts that there had been negligence on the part of the gas company, and found for the plaintiff. The sole question, therefore, for the Divisional Court was whether there was

evidence of negligence which would support the finding of the judge, and they came to the conclusion that there was such evidence.

WITH REGARD to the liability of a gas company for such accidents it is important to remember that such companies exercise their powers and lay down their pipes under statutory authority. This fact alone completely distinguishes their case from the principles laid down in *Rylands v. Fletcher* (L. R. 3 H. L. 330), in which case the law was very accurately and concisely stated by BLACKBURN, J., in the Exchequer Chamber (14 W. R. at p. 801, L. R. 1 Ex. at p. 279), where he says that "the person who, for his own purposes, brings on his lands and collects and keeps there anything likely to do mischief if it escapes, must keep it in at his peril, and, if he does not do so, is *prima facie* answerable for all the damage which is the natural consequence of its escape." The distinction between the case of a private individual bringing some dangerous thing on his own land for his own purposes, and the case of a company laying down pipes or doing any other thing which they are authorized by Act of Parliament to do, is well illustrated by the case of *Dunn v. Birmingham Canal Co.* (21 W. R. 266, L. R. 8 Q. B. 42), in which, while the canal company were doing something which they were authorized by their Act to do, water escaped and flooded the plaintiff's mine, and it was held that the canal company, acting under the powers of their Act, and being guilty of no negligence, were not liable for the damage. A more recent illustration of the same principle is to be found in a case decided by the Court of Appeal—the case of *Green v. Chelsea Waterworks Co.* (70 L. T. Rep. 547)—where a waterworks company were authorized by their Act to lay down water pipes, and where, without any negligence on their part, one of their pipes burst, and the water escaping therefrom, injured the plaintiff's premises, and it was held that the company were not liable. In such cases the company are liable only when guilty of negligence, and the *onus* of proving such negligence is on the plaintiff.

#### UNDERWRITING CONTRACTS.

THE case of *Re Hemp, Yarn, and Cordage Co.*, before VAUGHAN WILLIAMS, J. (*ante*, p. 276), is an interesting decision upon the effect of an offer contained in an underwriter's letter. We venture to think that the matter would not have been argued as elaborately as it was, or have given rise to a considered judgment, in the case of an ordinary contract. There seems to be some mystery attaching to underwriting contracts which does not belong to other conventions between man and man. The facts in *Re Hemp, Yarn, and Cordage Co.* are extremely simple. The underwriter agreed with a company (the engagement to be binding for two months) which was promoting another company, to subscribe for shares not taken by the public in the latter company, and authorized the promoting company to apply for shares in his name. The invitation to the public to take shares proved a failure, and the offer in the underwriting letter was accepted after the subscription list had been closed. Notwithstanding this, the promoting company applied for shares in the name of the underwriter, who had the shares allotted to him and was placed on the register. The company was wound up, and VAUGHAN WILLIAMS, J., decided that the name of the underwriter ought not to be on the list of contributors in the winding up.

We believe that the decision in *The Hemp, Yarn, and Cordage Co.* has caused some little surprise in the commercial world. Men of business who are not versed in the technicalities of the law naturally think that the court has held that an underwriter's liability terminates just at the time when it ought to be available—namely, when the public subscription fails. The acceptance of the offer was within the two months during which the offer was to be in force, but after the subscription to the public had proved abortive or nearly so. VAUGHAN WILLIAMS, J., said that the promoters to whom the underwriter's letter was addressed could not wait to see the effect of the appeal to the public before they accepted the offer in the underwriting letter.

All we can say is that we cannot find such a term as this in the contract itself, and we see no reason why it should be read into the contract by the law. The promoters gained nothing by delaying the date of the acceptance of the underwriting agreement, and by the express terms of the contract they were allowed to accept it at any time within the two months, which, in fact, they did. It is probable that the decision will no more commend itself to lawyers than it does to business men.

There is only one point of real difficulty regarding underwriting contracts, and it is whether a limited company may pay a commission out of its capital for underwriting its shares, and the question resolves itself into this, Will the House of Lords support the decision of the Court of Appeal in *Metropolitan Coal Consumers' Association v. Scrimgeour* (44 W. R. 35; 1895, 2 Q. B. D. 604). In that case a company authorized its directors to pay brokers a commission for procuring persons to take their shares, and the defendants, who were a firm of stockbrokers, received money from the directors for such services. The company being wound up, the liquidator brought an action to recover the money so paid, on the ground that the payments were illegal, being made out of capital, and therefore diminishing the capital of the company *pro tanto*. The Court of Appeal, however, held that there was nothing illegal or contrary to the policy of the Companies Acts in the payments. The decision, it will be observed, was by LINDLEY, LOPES, and RIGBY, L.J.J., affirming the Divisional Court (WRIGHT and DAX, J.J.) which had affirmed a judgment of the Mayor's Court of London. Now, first it is to be noticed that this decision runs counter to the opinion of some of the most competent company lawyers. The objection takes the following form. A company cannot issue its shares at a discount, and the payment of a commission to brokers amounts to the same thing, because the company does not obtain the full nominal value of its shares and the transaction is in effect an illegal reduction of capital, which cannot be made even if it be authorized by the memorandum and articles. There are many well known authorities in support of the proposition regarding the illegality of issuing shares at a discount, and there is no need to refer to them here. The point has long passed beyond the region of controversy. What interests us here is to ascertain how far the general proposition affects the payment of commission for placing a company's shares. We shall assume throughout that the transaction is perfectly honest and above board, and that nothing is urged against it except the doubt whether or not it is rendered invalid by reason of the provisions of the Companies Acts. That again resolves itself into the question, Can the profession accept the decision of the Court of Appeal in *Metropolitan, &c., Association v. Scrimgeour* unreservedly? In the first place it seems that the Court of Appeal does not grapple very vigorously with that point—which is the main if not the sole point, and which we have indicated above—namely, does the transaction amount to the issue of shares at a discount? The question in previous cases has been, Is the transaction one which is forbidden by the strict enactments contained in the Companies Acts, no matter how proper it might be in other respects? But in the *Metropolitan, &c., Association v. Scrimgeour* the Court of Appeal seem to have given the go by to this way of approaching the question, and to have merely asked themselves whether the transaction was or was not a fair and proper one in the ordinary course of business. LOPES, L.J., expressly says: "In any case where it is made out that the services of the broker are reasonably necessary, that the brokers are properly employed in the issue of the capital of the company, and that the payment of a commission of so much per share is a fair and just payment for services rendered, there is no ground, either of reason, of justice, or of principle, why the payment should not be held to be *intra vires* and unimpeachable." The same reasoning would apply with the same force to a commission paid to underwriters. The Court of Appeal also appears to have thought very little of its own decision in *Lydney & Wigpool Iron Ore Co. v. Bird* (34 W. R. 749, 33 Ch. D. 85), which was cited in *Metropolitan, &c., Association v. Scrimgeour*. For in the *Lydney, &c., Co. v. Bird* the court said, "But it appears to us wholly wrong to make the company pay for the issue of its own shares. No part of the capital of the company could be properly so applied." Those seem very plain words, but LINDLEY, L.J., considered that they did not apply to the circumstances in the

*Metropolitan, &c., Association v. Scrimgeour*. The court was also prepared to dissent from *Re Faure Electric Accumulator Co.* (37 W. R. 116, 40 Ch. D. 141), if it decided that the payment of brokerage and underwriting commissions was *per se* illegal. However, the Court of Appeal thought that the last-named case did not so decide. The court in *Metropolitan, &c., Association v. Scrimgeour* laid much stress on the analogy of payments for advertisements, and thought that, by holding that the payment of 2½ per cent. commission to underwriters on the nominal value of the shares for procuring applications for shares to be illegal, they would be by implication holding that the expenditure of money for advertising and circulating a prospectus was also illegal. The legality or illegality of payments made for advertising would, we venture to submit, depend upon what was the effect of the expenditure. If it involved the issue of shares so as to be in effect an issue at a discount, it is conceived that it would be illegal. The question to be asked in every case, it is submitted, will be, Does the transaction amount to the issue of shares at a discount? It is conceded on all hands that if directors, finding that the public are not willing to take up their shares, say we will issue the shares to those who apply with so much credited as paid on them by way of an inducement to take the shares, and proceed to issue shares on those terms, the issue would be an issue at a discount. If the directors give underwriters a commission on the nominal value, it would seem that they are only doing the same thing through the agency of third persons. It is to be regretted that the judgments of the Lords Justices in *Metropolitan, &c., Association v. Scrimgeour* are not a little fuller than they are, as the question is one of the greatest importance to the commercial community.

#### UNCERTAINTY IN CHARITABLE GIFTS.

The line which separates a legal charitable bequest from one indicating merely a general benevolent intention, such as would fail for uncertainty, is often very fine. This proposition is illustrated by the case of *Re Darling, Farquhar v. Darling* (1896, 1 Ch. 50; 40 SOLICITORS' JOURNAL 11), which has recently come before STIRLING, J. The testatrix in that case gave all that she possessed, with certain exceptions named, "to the poor and the service of God." She then proceeded to make sundry provisions for the sale and disposal of certain portions of her estate, and then reverted to her former charitable intentions in these terms: "The money, if any, left to be given at the discretion of my executors to these or other similar charities that may at my death be most deserving." The whole difficulty arose on the construction of the words "the service of God." It is clear upon the authorities that gifts intended to benefit the poor are included within the scope of charities; there was therefore no trouble thus far. Such bequests are clearly within the range of the objects specified in the preamble of 43 Eliz. c. 4, which is still alive by virtue of section 13 (sub-section 2) of the Charitable Uses and Mortmain Act of 1888, although the statute itself was repealed by the latter Act. It has been expressly decided that the gifts indicated in this preamble are to be regarded as illustrative, and not exhaustive; and consequently there has been a process of accretion going on for many years, with the result that bequests which are only analogous to those specified in the preamble, and moreover other bequests akin to these, have been admitted within the orbit of charities.

The case before STIRLING, J., is chiefly remarkable for the fact that the uncertainty apparent in the expression "service of God" was not regarded as sufficient to upset the gift. When we come to consider the case of *Morice v. The Bishop of Durham* (9 Ves. 399; affirmed 10 Ves. 521) we perceive how close the case before STIRLING, J., ran to the danger of being upset on the ground of uncertainty. There a testatrix bequeathed her personality to the Bishop of Durham upon trust to dispose of the ultimate residue upon such objects of benevolence and liberality as he should approve. Sir W. GRANT, M.R., came to the conclusion that the words did not imply a charity, there being no specific purpose pointed out. Such wide expressions as "benevolence" and "liberality" are obviously capable of being connected with such things as entertainments, picture galleries, and so forth. Dr. PALEY'S

use of the word "liberality" in this way was considered by counsel during the course of the trial, and the argument founded upon it was that such expressions might well be held to embrace gladiatorial combats or fights with wild beasts; in other words, they would include many things which it would be impossible for the courts to regard as "charitable." In spite, therefore, of the extremely broad rendering which the courts, acting upon the preamble of the Elizabethan Act, have placed upon the word "charity," Lord ELDON felt bound not to extend the limits any further in this case. Now, the expressions in *Re Darling* are scarcely less uncertain. A gift to the poor, as was observed before, either generally or with reference to some locality, has been held many times to be a good charitable gift; but when we have such a trust as that intended for the "service of God," it would seem that objections might be raised similar to those which prevailed upon the mind of Lord ELDON. The words are clearly wide enough to embrace every benevolent intention imaginable by testators, and would include many schemes of a preposterous character. As was remarked by Lord BRAMWELL in *Commissioners, &c. v. Pemsel* (1891, A. C. 531), if good intent was to be the touchstone of a valid charitable bequest, then a gift to expedite religious conversion by means of fire and fagot would be within the definition. The trust in *Re Darling* might be exercised by the almoners of the fund for purposes which no one could refuse to recognize as charitable, but at the same time there was nothing to prevent their being used in some very different manner. Lord ELDON remarks of the trust fund in *Morice v. Bishop of Durham*, at p. 406: "The question is, not whether he (the trustee) may not apply it upon purposes strictly charitable, but whether he is bound so to apply it."

It is quite conceivable that some very earnest-minded men would feel they were acting on the purest motives in forming a syndicate to purchase every possible advowson, and to present only such clergy as would subscribe to this or that peculiar tenet. Wide as is the meaning of "charity," it is scarcely possible to believe that such a society could be included amongst those universally regarded as charitable, such as, for instance, the Charity Organization Society. It is quite unnecessary to labour the point, for brief consideration suffices to raise numerous points of uncertainty alike in construction and administration. STIRLING, J., in his judgment, referred to an ancient "bidding prayer" of the Established Church, wherein a petition is made for a "due supply of persons fitly qualified to serve God both in Church and State." The words in italics indicate that such service may be twofold in character, and that religious service is not necessarily the only service possible in this connection. The learned judge, however, based his decision upon his belief that the testatrix did intend a religious form of service; in other words, indicated a religious purpose which is capable of being regarded within the pale of charitable trusts. *Re Darling* seems, upon this view of it, to belong to a different category from the case of *Morice v. Bishop of Durham*. The reference to "the service of God" and the judicial construction put upon the words distinguish the later from the former case, and bring it in a line with a few earlier decisions where expressions of a similar nature have come before the courts. A bequest of a somewhat analogous character was considered in 1824 by Lord MANNERS in the Irish courts. *Powerscourt v. Powerscourt* (1 Molloy 616) was the case of a devise by a testator to trustees to lay out £2,000 per annum for a certain limited time "in the service of my Lord and Master, and, I trust, Redeemer." As in the later case before STIRLING, J., it was there contended that the expression was too indefinite; but it was held that it was equivalent to a devise for pious uses, and, as such, valid. Lord MANNERS recognized in terms the argument that the service of God also implies the service of man; but he refused to hold that this entailed the ambiguity which upset the gift in *Morice v. Bishop of Durham*. Another case of a somewhat similar class is *Townsend v. Carus* (3 Hare 257). There a testator bequeathed his residue on trust to divide it for "the benefit or advancement of such societies, subscriptions, or purposes, having regard to the glory of God in the spiritual welfare of His creatures." WIGRAM, V.C., held that the words in italics were restrictive and implied a gift for religious purposes. *Folan v. Russell* (4 Ir. Eq. Rep. 701)

was decided in 1841 to the effect that a gift for such uses as should appear most conducive to the honour and glory of God was a good charitable bequest. Having decided that such gifts as these were in reality gifts to pious uses, Lord MANNERS, in the *Powerscourt case*, quoted the words of Sir W. GRANT, M.R., in *Morice v. Bishop of Durham*, to the effect that no bequest had been established in England without either the word charity being used or some specific object being pointed out, and in view of these *dicta* he held that a bequest to pious uses sufficiently designated a specific object, and that such gifts were indistinguishable from a bequest to pious uses. In *Darling's case* the word "charity" does not appear in the sentence ending with the expression under consideration, although towards the conclusion of the will there is a reference to "similar charities." STIRLING, J., does not mention these words as carrying any weight, but grounds his decision upon his view that the "service of God" designates a pious use which it is possible to regard as charitable.

#### LEGISLATION IN PROGRESS.

EVIDENCE IN CRIMINAL CASES.—The Lord Chancellor, in moving the third reading of the Evidence in Criminal Cases Bill, said he had only to ask their lordships' permission to present a petition from the Incorporated Law Society of the United Kingdom, which stated that the existing law, which excluded the evidence of accused persons, produced hardship and injustice, and that the proposed alteration would be of great benefit to innocent persons charged with offences, while it would inflict no hardship or injustice on the guilty. The Bill, after some verbal amendments, was read a third time and passed.

#### REVIEWS.

##### TABLE OF PUBLIC GENERAL ACTS.

CHRONOLOGICAL TABLE OF PUBLIC GENERAL ACTS IN FORCE, 20 HEN. 3 (1235) TO 57 & 58 VICT. (1894.) By PAUL STRICKLAND, Barrister-at-Law. William Clowes & Sons (Limited).

Any work which tends to lighten the arduous labours of those engaged in the study and practice of the law carries its own recommendation with it. Of such a character is Mr. Strickland's Chronological Table, which undoubtedly is the first attempt to shew at a glance the present condition of the statute law. That it will be found most useful by the profession goes almost without saying; but we believe that to others also it will prove an acceptable boon. Excluding as it does ante-Union Acts of the Scotch and Irish Parliaments, the present table comprises all public Acts now in force, commencing with the Statute of Merton (20 Hen. 3, c. 2), and ending with the Merchant Shipping Act, 1894 (57 & 58 Vict. c. 60). Each page is divided into columns, and of these the first and second give respectively the year and chapter of each statute; the third the subject matter or short title, and the popular title (if any) in parentheses; the fourth the territorial limits of operation; while the fifth states whether an Act has been repealed in any way. It should be mentioned that the present table is founded on the Chronological Table and Index to the Statutes, the Revised Editions of the Statutes, the House of Lords Index, published in 1867, and the annual volumes of statutes. At the end of the work will be found a useful table explanatory of the variances between the Statutes of the Realm and Bulphead's edition with respect to years, statutes, and chapters.

#### LAW OF PROPERTY.

A GENERAL VIEW OF THE LAW OF PROPERTY, INTENDED AS A FIRST BOOK FOR STUDENTS. By JAMES ANDREW STRAHAN, M.A., LL.B., Barrister-at-Law, Regius Professor of English Law, Queen's College, Belfast. Assisted by JAMES SINCLAIR BAXTER, B.A., LL.B. Stevens & Sons (Limited).

The distinguishing features of Mr. Strahan's very interesting work are the combining in one treatise of the law of real and personal property, and the instructive and systematic manner in which the law is arranged. The diversity of real and personal property law is, indeed, too great to permit of the student mastering them together. As well on practical as on historical grounds they must for serious study be kept separate. But to place them side by side, as is done here, affords a useful opportunity for realizing their points of difference, and gives an insight into the law of property as a whole. To the success of such a task good arrangement of the subject matter is

essential. In this respect the work may be tested by Parts 2 and 3, which deal respectively with "Kinds of Interests in Things Owned" and "Modes of Holding Interests." The former distinguishes between interests in land, whether freehold or chattel interests, and interests in goods. The latter puts in the front place the division between legal and beneficial ownership; then it takes up the various forms of concurrent ownership and of future ownership, and concludes by dealing with mortgages as a species of conditional ownership. This arrangement enables the author to state the law under the various heads with clearness, and he states it, so far as we have observed, with accuracy. Mr. Strahan has made a valuable contribution to the systematic study of the law, and while we are not sure that a perusal of his treatise ought to precede the use of the works dealing with the law of real and personal property separately, yet it may with advantage be studied in connection with them.

#### BOOKS RECEIVED.

*The Practice and Forms in Winding up Companies and Reconstruction.* By His Honour Judge EMDEN. Fifth Edition. With Chapters on Reduction of Capital, Alterations of the Memorandum of Association, and Debenture-holders' Remedies. By D. STEWART SMITH, LL.B. (Lond.), of the Middle Temple, Barrister-at-Law; assisted by HENRY JOHNSTON, of the Middle Temple, Barrister-at-Law. William Clowes & Sons (Limited).

*The Insurance Register, 1896.* Containing, with other Information, a Record of the Yearly Progress and the Present Financial Position of British Insurance Associations. By WILLIAM WHITE, Fellow of the Statistical Society. Charles & Edwin Layton.

*The Law of Husband and Wife within the Jurisdiction of the Queen's Bench and Chancery Divisions.* By MONTAGUE LUSH, Barrister-at-Law. Second Edition, by MONTAGUE LUSH and WALTER HUSSEY GRIFFITH, Barristers-at-Law. Stevens & Sons (Limited).

*The Law relating to Particulars and Conditions of Sale on a Sale of Land, with Appendix of Forms.* Second Edition. By WILLIAM FREDERICK WEBSTER, M.A., of Lincoln's-inn, Barrister-at-Law. Stevens & Sons (Limited).

#### CORRESPONDENCE.

##### THE ORIGINATING SUMMONS.

[*To the Editor of the Solicitors' Journal.*]

Sir,—Your correspondent Mr. Chamberlain appears to be under the impression that all originating summonses are actions. He will, I trust, pardon me for pointing out to him that such is not the case. It has more than once been explained in your columns that there is a marked distinction in this respect between originating summonses issued by virtue of the rules under the Judicature Acts and originating summonses issued under other authority. According to the decision in *Re Fawsitt* (34 W. R. 26, 30 Ch. D. 231), an order made on an originating summons, where that mode of procedure is prescribed by the Rules of the Supreme Court, is an order made in an action. In other cases, the jurisdiction being conferred, not by the rules, but by statute or the ordinary course of the court, an order made on an originating summons is one made in a matter "not being an action." For this proposition there is abundance of authority. Thus it is matter of express decision that orders made under the Trustee Relief Act (*Re Daillie*, 25 W. R. 310, 4 Ch. D. 786), or the Vendor and Purchaser Act, 1874 (*Re Blyth & Young*, 28 W. R. 216, 13 Ch. D. 416), are orders made in matters not being actions, and similarly it was conceded by counsel without argument that an originating summons under the Trade Marks Act was not an action (*Re Arbenz*, 35 W. R. 527, 35 Ch. D. 248).

Such, then, being the state of the case, the main ground urged for substituting the writ for the originating summons—viz., uniformity of procedure in the commencement of actions—can only apply to such summonses as are, according to the decision in *Re Fawsitt*, actions. These appear to be confined to applications under ord. 54A, ord. 55, rr. 3, 5A. The point is practically conceded by the writer of the article on the subject in your last issue. For my own part I retain the opinion that the advantages supposed to be conferred by such uniformity are for the most part imaginary; that the more distinct the procedure in chambers is kept from that in court the better; and that, whilst proceedings in court should be initiated by writ, by motion, or by petition, a summons is the proper mode of originating a matter which is intended to be carried through in chambers. In the event, however, of the contrary view finding favour, a form of writ such as that suggested by Mr. Chamberlain, defining the precise relief claimed, would be infinitely preferable to a writ with a claim for general relief followed by an ordinary summons claiming the pre-

cise relief required. The latter was, of course, the plan adopted in *Re Birkett* (27 W. R. 164, 9 Ch. D., 576), but it must not be forgotten that that was an expedient put forward before the present beneficial practice under ord. 55, r. 3, had been established. An attempt has been made to treat the proposed procedure of a writ followed by a summons for relief as analogous to the practice under ord. 14. The analogy is incomplete, for no order for final judgment under order 14 can be obtained unless the plaintiff has complied with the strict provisions of ord. 3, r. 6, and has indorsed his writ with the exact particulars of the judgment sought. If we are to revert to the mode of procedure suggested in *Re Birkett*, the summons (which will not be on the file of the court), and not the writ, will be the most essential document. A writer in your columns last week informed us that this method was deliberately abandoned, and the practice under ord. 55, r. 3, substituted, on the high authority of Lord Justice Fry. Are we really to be asked to retrace our steps? Nothing can be conceived as more likely to exasperate practitioners than such a game of battledore and shuttlecock with our procedure.

What there is in a writ to excite so strong an advocacy of that in preference to other methods of commencing proceedings, I am at a loss to understand. Mr. Chamberlain, indeed, is so enamoured of it that he would at one fell swoop abolish every other method. He is apparently undeterred by the fact that statutes too numerous to mention expressly refer to the summary, as distinguished from the general or ordinary jurisdiction of the court, nor does he feel any difficulty when brought face to face with rules under such statutes expressly providing for a summons as the mode of initiating proceedings. His suggestion that the official solicitor should be named as a *pro forma* defendant merely to complete the record and enable a writ to be issued, where no real defendant is required, is probably the quaintest device which was ever seriously propounded. The official solicitor as a dummy defendant reminds me of nothing so much as of our old friends John Doe and Richard Roe of pious memory.

CHARLES BURNEY.

#### A RURAL QUERY.

[*To the Editor of the Solicitors' Journal.*]

Sir,—I shall be obliged if you or any of your readers can inform me if a parish surveyor, in a rural parish where the County Council has, under the proviso at the end of section 25 (1) of the Local Government Act, 1894, postponed the operation of that section (which vests the highway authority in the District Council), can construct a new path by the side of the highway.

Of course it is clear that the Parish Council cannot do so (see section 13 (2)), and it has been thought that the surveyor's powers as to the footpaths by the side of the highway only apply to repair and maintenance of existing footpaths, and not to the making of new ones.

The point is not unlikely to arise before some district auditor in the course of the next few weeks.

Feb. 21st.

AN OLD COUNTRY READER.

#### NEW ORDERS, &c.

##### TRANSFER OF ACTIONS.

##### ORDER OF COURT.

Thursday, the 27th day of February, 1896.  
Whereas, from the present state of the business before Mr. Justice Chitty, Mr. Justice North, Mr. Justice Stirling, Mr. Justice Kekewich, and Mr. Justice Romer respectively, it is expedient that a portion of the causes assigned to Mr. Justice Chitty, Mr. Justice North, Mr. Justice Stirling, and Mr. Justice Kekewich should for the purpose only of hearing or of trial be transferred to Mr. Justice Romer; now I, the Right Honourable Hardinge Stanley, Baron Halsbury, Lord High Chancellor of Great Britain, do hereby order that the several Causes and Matters set forth in the schedules hereto, be accordingly transferred from the said Mr. Justice Chitty, Mr. Justice North, Mr. Justice Stirling, and Mr. Justice Kekewich to Mr. Justice Romer, for the purpose only of hearing or of trial, and be marked in the Cause Books accordingly. And this order is to be drawn up by the Registrar and set up in the several offices of the Chancery Division of the High Court of Justice.

##### FIRST SCHEDULE.

From Mr. Justice CHITTY.

1895.

In re Ingram Jones & Elven's Patent, No. 1,639 of 1894 pte Nov 2  
Saunders v Davies 1895 S 1,495 Nov 4  
Keymer v Atkins 1895 K 10 Nov 5

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Pneumatic Tyre Co, Id v J B Parkes & Co 1895 P 660 Nov 6  
London, Edinburgh & Glasgow Assec Co, Id v Lindley 1895 L 567 Nov 9  
Caulfield v Wood 1895 C 1,264 Nov 9  
Davies v Bishop 1895 D 874 Nov 14  
Marriage v Praed 1895 M 1,970 Nov 18  
Tolson v Speight & Son 1895 T 557 Nov 19  
Tolson v Singleton & Co 1894 T 2,411 Nov 19  
In re Wade Kerrich v Joscelyn 1895 W 1,511 Nov 20  
Murphy v Pickford 1894 M 3,716 Nov 26  
Hughes v Hughes 1894 H 838 Nov 27  
Russell v Hayward 1895 R 818 Dec 12  
Turner v Tinkler 1893 T 1,579 Dec 16  
Donaldson v Parker 1895 D 1,869 Dec 18  
Perkins v J H Knight & Sons 1895 P 2,124 Dec 19  
Avery v Orton 1895 A 835 Dec 19  
In re Furmidge Furmidge v Kemp 1895 F 876 Dec 21  
In re Honywood Fraser v Rayer 1895 H 454 Nov 21  
In re Graham Graham v Wynne 1895 G 537 21

1896.

Statham v Dawson 1895 S 3,578 Jan 1  
White v Brown 1895 W 2,786 Jan 2  
Cumberland v Bath Brewery, Id 1895 C 2,070 Jan 7  
Singleton v Rains 1895 S 3,904 Jan 8  
Pearnsides v Baines 1895 F 1,514 Jan 10  
Sprange v Cousins 1895 S 2,426 Jan 13  
Harries v Bourne & Grant 1895 H 3,204 Jan 14  
Salaman v Gooch 1895 S 2,664 Jan 14  
Oliver v Thornley & Co 1895 O 1,333 Jan 17  
Moore v Bartlett 1895 M 2,907 Jan 18  
Grange v Bromley 1895 G 1,614 Jan 20  
Beneau v Mundy 1895 R 1,059 Jan 21  
In re Wood, Attorney-Gen v Anderson 1895 W 3,054 Jan 21  
Reid v Reid 1894 R 1,045 Jan 21  
Bill v Beard 1895 B 1,869 Jan 23  
Goodwin v Essex 1895 G 1,758 Jan 24  
Evans v Priddy 1895 E 1,052 Jan 25  
Stapleton v Lyles 1895 S 2,705 Jan 30  
Deutsch v Cohen 1895 D 976 Jan 31  
Fairhead v Richardson 1895 F 1,001 Feb 3  
Booth v Ashton 1899 B 1,326 Feb 5  
Caldwell v Hydro-Oxy Gas Patents Proprietary Id 1894 C 2,717 Feb 6  
Symons v Wood 1896 S 172 Feb 6  
Hargreaves v National Oyster & Lobster Culture Co Id 1895 H 2,566 Feb 11  
In re Gordon, Durig v Fitzpatrick 1895 G 531 Feb 12  
In re J W Taylor's Patent, No 6,538 of 1894, and Patents, Designs, &c Act petition ordered to go into Witness List Feb 12  
Woodhams v Hobbs 1895 W 3,071 Feb 14  
Mosenthal v New Gordon Diamond Mining Co Id 1893 M 3,800 Feb 14  
Attorney-Gen v Byford 1895 A 1,298 Feb 14

## SECOND SCHEDULE.

From Mr. Justice NORTH.

1895.

Fletcher v Nash & Nash 1895 F 978 Oct 25  
Jacob v Badcock 1895 J 239 Nov 2  
Childs v McVicar 1895 C 1,262 Nov 6  
Hammond v Blott 1895 H 2,066 Nov 11  
Nutt v Stuart 1894 N 1,185 Nov 12  
Our Boys' Clothing Co, Id, v Holborn Viaduct Land Co 1895 O 882 Nov 19  
In re Boyd Bartlett v Von Heidenstam 1895 B 2,016 Nov 20  
Eastern Concessions Id v Defty 1895 E 468 Nov 22  
Rogers v Eyton, Burton & Co 1895 R 2 Nov 25  
Oakley v Ford 1895 O 60 Nov 25  
Heritage v Skinner 1895 H 1,804 Nov 26  
High School Bedford Park, Id v Richardson 1895 H 2,310 Nov 28  
Purves v Handford 1895 P 1,430 Dec 2  
Cumberland Union Banking Co Id v Trustee of Property of E Swestapple 1894 C 4,071 Dec 2  
Mackenzie v Holt 1895 M 2,114 Dec 3  
In re The Globe Blocks Gold Mining Co Id motu ordered to go into Witness List Dec 4  
Bacon v Hillier 1895 B 4,268 Dec 5  
McKeown v Joint Stock Institute Id 1895 M 1,008 Dec 9  
In re Blackburn Blackburn v Blackburn adjd sumns ordered to go into Witness List 1895 B 2,873 Dec 13  
Stone v Hance 1895 S 3,652 Dec 18  
Mercier v Hutchings 1895 M 1,586 Dec 19  
Windschuegl v Hedley, jun 1895 W 1067 Dec 19  
Fitch v Freeman Freeman v Fitch (consolidated) 1895 F 1,441 1895 F 1,443 Dec 20

Moor v Walls 1895 M 767 Dec 21  
Pegg v Corporation of British Investors, Id 1895 P 2,272 Dec 24  
Prudential Deposit Bank, Id v Oxenden 1893 P 2,091 Dec 27  
Hilliam v Dearden 1895 H 1,468 Dec 27

1896

Barber v Attwood 1895 B 2,199 Jan 2  
Essex v Jey 1895 E 685 Jan 3  
Morant v Mitchell 1895 M 505 Jan 4  
In re Watson Watson v Watson 1895 W 1,150 Jan 7  
In re Davis Davis v Hazell 1895 D 887 Jan 7  
Miller v Foot 1895 M 990 Jan 8  
Licensed Insurance Corp & Guarantee Fund, Id v Lawson 1895 L 2,162 Nov 10  
Rowland v Mitchell 1895 R 1,776 Jan 10  
In re French Colton v Bull 1895 F 967 Jan 15  
Graham v Willford 1895 G 1,860 Jan 15  
Protheroe v Protheroe 1895 P 2,411 Jan 17  
Incandescent Gas Light Co, Id v Hughes 1895 I 2,098 Jan 17  
Trustee of the Property of H J Calcutt, &c v Calcutt 1895 C 2,730 Jan 18  
Smith v Jones 1895 S 3,996 Jan 20  
In re Williams Williams v White 1895 W 726 Jan 20  
Borisow v Borisow 1895 B 4,316 Jan 21  
Incandescent Gas Light Co, Id v Hutter 1895 I 1,594 Jan 22  
Incandescent, &c, Co v Shepherd 1895 I 2,142 Feb 13

## THIRD SCHEDULE.

From Mr. Justice STIRLING.

1895.

Martin v The Tanning Syndicate, Id 1895 M 573 Nov 2  
Pneumatic Tyre Co, Id v J. B. Parkes & Co 1895 D 612 Nov 6  
Rawlins v Harris 1895 R 311 Nov 11  
Gillespie v Ramsden 1895 G 520 Nov 11  
Frederick Savage & Co, Id v Brindle 1894 F 1,744 Nov 16  
Electric Construction Corp, Id v South Staffordshire Tramways Co 1895 E 89 Nov 23  
Poisson v Thomas 1895 P 441 Nov 27  
Kavanagh v Walkden 1894 K 354 Nov 29  
Stephens v Ford 1895 S 3,008 Dec 3  
In re The Globe Blocks Gold Mining Co, Id motion ordered to go into Witness List Dec 6  
Giddie v Devenish 1895 G 1,733 Dec 7  
Southern v Municipal Appliances Co, Id 1895 S 3,182 Dec 14  
Handford v East End Dwellings Co, Id 1895 H 1,836 Dec 20  
Warren v Taylor 1895 W 2,026 Dec 21  
Bueche v National Insce & Guarantee Corp, Id 1895 B 3,366 Dec 23  
Callender v Callender 1895 C 4,027 Dec 23  
Warre v Croft 1895 W 201 Dec 24  
Wacogne v Halse 1895 W 2,847 Dec 24  
Evans v Smith 1895 E 1,188 Dec 30

1896.

Loveluck v Vincent 1895 L 71 Jan 2

## FOURTH SCHEDULE.

From Mr. Justice KEKEWICH.

1895.

Fawcett v Homan & Rogers 1895 F 332 Aug 22  
Perry v Societe des Lunetiers 1894 P 1,993 Dec 23  
Kent v Fortis Powder & Explosives Co, Id 1895 K 400 Dec 24

1896.

Action Gesellschaft fur Cartonagen Industrie v Schroeder 1895 A 1,212 Jan 16  
Willet v Newton 1895 W 2,318 Jan 20  
Moon v Gregory 1895 M 2,630 Jan 21  
In re Coundley Coundley v Silk 1895 C 2,101 Jan 21  
Trotter v McCarthy 1895 T 1,205 Jan 22  
Filby v Hounsell 1895 F 1,615 Jan 22  
Workington Brewery Co, Id v The Maryport Brewery, Id 1895 W 3,453 Jan 24

HALSBURY, C.

Wednesday, the 26th day of February, 1896.

I, Hardinge Stanley, Baron Halsbury, Lord High Chancellor of Great Britain, do hereby order that the action mentioned in the schedule hereto shall be transferred to the Honourable Mr. Justice Vaughan Williams.

## SCHEDULE.

Mr. Justice NORTH (1896-F-No. 58).

Re F. Rosher & Co, Id Between Charles E. Pearson (on behalf of himself and all other holders of Mortgage Debentures in the Defendant Company), Plaintiff, and F. Rosher & Company, Limited, and Frederick Rosher (on behalf of himself and all other holders of 2nd Mortgage Debentures), Defendants.

HALSBURY, C.

## CASES OF THE WEEK.

## Court of Appeal.

MILLER v. COLLINS—No. 2, 24th February.

MARRIED WOMAN—REVERSIONARY LIFE INTEREST IN PROCEEDS OF SALE OF REAL ESTATE—TRUST FUNDS INVESTED ON MORTGAGE OF REALTY—FINES AND RECOVERIES ABOLITION ACT (3 & 4 WILL. 4, c. 74), ss. 1, 77.

This was an appeal from a decision of Stirling, J. (reported *ante*, p. 51). The question raised was whether an assignment by a married woman of her interest in a reversionary fund invested upon a mortgage of real estate under a settlement, executed before Malins' Act (20 & 21 Vict. c. 57), was valid or not. The facts, so far as they are material for the purposes of this report, will be found in the judgment of Lindley, L.J. Stirling, J., held that the wife's interest was not an interest in land within the meaning of the Fines and Recoveries Abolition Act, and that she could not dispose of it under section 77 of that Act. The vendor, the defendant, appealed, and submitted that the decision of the Court of Appeal in *Re Watts, Cornford v. Elliott* (32 W. R. 900, 27 Ch. D. 318, and on appeal 33 W. R. 885, 29 Ch. D. 947), was conclusive to shew that this was an "interest in land." The following cases (amongst others) were referred to: *Re Durrant & Stoner* (30 W. R. 37, 18 Ch. D. 106), *Briggs v. Chamberlain* (1 W. R. 346, 11 Hars. 69), *Forbes v. Adams* (9 Sim. 462), *Alexander v. Mills* (19 W. R. 310, L. R. 6 Ch. 124). For the plaintiff, the purchaser, the contention was that this was an interest in a mortgage debt only, and not in land: all the authorities went to shew that a married woman could not part with her limited interest in a mortgage debt by fine. The following were referred to: *Re Algeo* (2 Ir. L. R. Eq. 485), *Palmer v. Locke* (30 W. R. 419, 18 Ch. D. 381), *Re Thackray & Young* (37 W. R. 74, 40 Ch. D. 34), *New Land Development Association v. Fugence* (40 W. R. 295; 1892, 2 Ch. 138). By section 77 of the Fines and Recoveries Abolition Act a married woman, by deed duly acknowledged and with her husband's concurrence, may dispose of lands of any tenure and money subject to be invested in the purchase of lands, and also dispose of, release, surrender, or extinguish any estate which she alone, or she and her husband in her right, may have in any lands of any tenure, or in any such money as aforesaid, and may release or extinguish any power which may be vested in or limited or reserved to her in regard to any lands of any tenure, or any such money as aforesaid, or in regard to any estate in any lands of any tenure, or in any such money as aforesaid, as fully and effectually as she could do if she were a *feme sole*.

THE COURT (LINDLEY and A. L. SMITH, L.J.J., KAY, L.J., dissenting), allowed the appeal.

LINDLEY, L.J.J., read the following judgment, in which A. L. Smith, L.J.J., concurred:—This is an appeal from a decision of Stirling, J., declaring that a vendor of a certain life interest could not make a good title to it, and ordering him to return to the purchaser his deposit, and to pay damages to the purchaser for breach by the vendor of the contract of sale. The life interest in question was that of a Mrs. Clayton, and was created by a settlement made in 1855. By that settlement land was vested in trustees upon trust for Mr. Clayton for life, with remainder to Mrs. Clayton for life, with certain remainders over. The settlement contained a power enabling the trustees to sell and invest the proceeds on mortgage; but there was no direction or power to re-invest in the purchase of land. The trustees sold the land so settled, and invested the proceeds, amounting to £1,100, on mortgage. By a deed dated the 21st of July, 1869, Mr. and Mrs. Clayton sold their life interests in this £1,100 to one Hardy, through whom the vendor claims. This deed comprised some houses in which Mr. and Mrs. Clayton were interested, besides their life interests in the above mentioned fund. The deed was duly acknowledged by Mrs. Clayton, and was enrolled as required by the Act for the Abolition of Fines and Recoveries. It will be observed that in 1869 Mrs. Clayton's interest in the £1,100 was a reversionary interest, and the deed of 1869, so far as her life interest is concerned, could only bind her if such interest could be bound under the Fines and Recoveries Abolition Act. Mrs. Clayton did survive her husband, and she was still living when the contract for the sale of her life interest by the defendant to the plaintiff was entered into. She has since died, so that her life interest no longer exists; but this circumstance, although unfortunate for the plaintiff, the purchaser, affords him no defence to the claim by the vendor to the purchase money, if the vendor had a good title to convey when she was alive. The whole question therefore is whether a married woman's beneficial interest in a sum of money properly invested by her trustees on a mortgage of land conveyed to them is within section 77 of the Fines and Recoveries Abolition Act. On reading that section, the above question will be found to turn on whether that interest is "an estate" within the meaning of that word as defined in section 1 of the same Act. Stirling, J., has held that it is not, and he has done so on the authority of a decision by Chitty, J., to which I will refer presently; but I gather from his judgment that had it not been for that decision he would have decided this case the other way. [His lordship read the two sections 1 and 77, and continued:—] Now, I confess I am quite unable to see the impropriety of describing the interest of a person beneficially entitled to money invested on mortgage held by his trustee as an interest in land. The interest of the *cestui que trust* is not confined to the money, but extends to the security for it—i.e., to the land held by his trustee. Such land is vested in the trustee; but upon trust for whom? The only possible answer is, upon trust for those persons who are beneficially entitled to the money. If there is only one such person, and he is *sui juris*, the trustee can be required to transfer the security to him—i.e., to assign the debt and convey the land to him. If there are several such persons, and they are all *sui juris* and absolutely

entitled to the money, and they agree, they can also require the mortgage debt to be assigned, and the land to be conveyed to them. These are only illustrations which lead me to say that a *cestui que trust* of a mortgage debt has an interest in the land. If the debt is so settled, that the *cestui que trust* have not the right to call for an assignment of the debt to them, they are nevertheless *cestui que trust* of the whole security—debt and land—and each of them has an interest, though possibly a limited interest, in the one quite as much as in the other. It is true they can only reach the mortgagor or the land through their trustee, but this does not show that they have no interest in the land, the legal estate in which is in their trustee. It was contended before us that the words "interest in land" in section 1 of the Fines and Recoveries Abolition Act were used by way of contrast to "charge, lien or encumbrance on or affecting land," and that Mrs. Clayton's interest was only an interest in a charge or encumbrance, and neither an interest in land nor a charge or encumbrance. But this criticism of the language is, in my opinion, unsatisfactory and unsound. The word "encumbrance" is wide enough to include "charge and lien," and yet all three words are used. Further, I can find no indication of any intention in this Act to make any distinction between a charge or an encumbrance, and a partial interest in a charge or encumbrance. The object of the Act does not require any such distinction to be drawn, nor does the language of the Act. On the contrary, such a distinction would defeat, and not promote, the object to attain which the Act was passed. The truth is that, in defining "estate," no contrast is made, or intended to be made, between one interest in land and another, but the sentence is framed so as to include all interests, legal or equitable, in land or money, charged upon it, or to be invested in its purchase, or to arise from its sale, and several words are used by way of precaution to emphasize the meaning and to make sure that nothing intended to be included should inadvertently be omitted. This is how the matter appears to me to stand on principle and on the construction of the Act. I pass now to consider the authorities, and first I will refer shortly to the decisions on the Act itself. In *Hobby v. Collins* (4 De G. & Sm. 289) Knight Bruce, L.J., certainly held that the Act did not enable a married woman to dispose of her reversionary interest in money charged on land, or subject to a trust for investment in land. But this case has not been followed, and it has been disapproved by Lord St. Leonards (see his Real Property Statutes, pp. 232, 233). In the following cases such interests have been held to be within the statute: *Briggs v. Chamberlain* (*ubi supra*), where the married woman's interest was a reversionary interest in money to arise from the sale of land. *Tuer v. Turner* (3 W. R. 583, 20 Beav. 560) was a similar case. *Williams v. Cooke* (11 W. R. 504, 4 Gif. 343) is another decision in accordance with these. In that case a wife's equity to a settlement turned on the effect of her acknowledged deed on her reversionary interest in a sum of money charged on land. *Re Durrant & Stoner* (*ubi supra*) was another case of a reversionary interest in money. The money there had been improperly invested in land, but a married woman's interest in it was held bound by a deed executed and acknowledged according to the Act. These cases can, no doubt, be distinguished in their details from the present, but not, I think, in principle. They are all alike in being reversionary interests in money, and in my opinion it is immaterial whether the money is charged upon, or is to arise from, or is subject to be invested in land. In *Briggs v. Chamberlain* (*ubi supra*) Wood, V.C., emphatically stated, "The question does not turn on the difference between an interest in possession and an interest in reversion. The question is whether it is an interest in land which can pass by a fine or by a deed having a like effect." In *Re Newton's Trusts* (23 Ch. D. 181, 32 W. R. Dig. 64) Chitty, J., appears to have decided the exact point which arises in the present case, and to have decided that the reversionary interest of a married woman in money invested by her trustees on mortgage was not within the Fines and Recoveries Abolition Act. I confess I have great difficulty in understanding that case. It seems to have turned on the fact that the married woman had a reversionary interest in only two-thirds of the mortgage debt, and that the owner of the other third did not join in the assignment. The decision appears to me to be opposed to those which I have mentioned, although, no doubt, it is consistent with *Hobby v. Collins* (*ubi supra*). I feel compelled to say that I think *Re Newton's Trusts* (*ubi supra*) was decided on too narrow a view of the Act. On the more general question, whether an equitable interest in a mortgage debt is an "interest in land," the decisions on the Charitable Trusts Act, 9 Geo. 2, c. 36, are important, for the language of that Act is almost precisely the same as that of the definition of "estate" in the Act for the Abolition of Fines and Recoveries. In *Brook v. Badley* (16 W. R. 947, L. R. 3 Ch. 672) Lord Cairns pointed out that a person could not be said to have no interest in land simply because he could not himself actually obtain possession of it, nor because it could be conveyed by trustees without his concurrence. Again, in *Re Watts* (*ubi supra*), Cotton and Fry, L.J.J., expressed their clear opinion that an equitable interest in a mortgage debt was an "interest in land" in the proper sense of that expression, and within its meaning as used in 9 Geo. 2, c. 36. These decisions confirm the opinion which I entertain myself, and I can discover no reason for holding that the language of the one Act ought to be construed differently from that of the other. Mrs. Clayton's interest in the £1,100 in question might, in my opinion, be properly regarded either as an interest in land or as an encumbrance upon or affecting it. Her deed affected not only her interest in the land, but also her interest in the money which formed the encumbrance upon it, and which, in truth, was the foundation and the measure of her interest in the land. Her interest in the land and in the money secured on it is well within the words used to define "estate," and I see no justification for construing those words narrowly, even if the result may be to enable married women to do more by an acknowledged deed under the Fines and Recoveries Abolition Act than they could have done by a fine before the

Act passed, or can be done even now under Vice-Chancellor Malins's Act, which excepts money to which they are entitled under their marriage settlements. Something was said about the vendor's title being too doubtful to force on the purchaser. But there is no risk of eviction or disturbance, and, as was pointed out when the case was argued, there is really nothing in this point. The vendor is entitled to the balance of his purchase money, which is practically the real question in dispute. For these reasons I am of opinion that the appeal should be allowed, the judgment below reversed, and judgment be entered for the defendant, both on the claim and on the counter-claim, with costs both here and below.

KAX, L.J. (after stating the facts), said:—The question is whether the equitable life estate in reversion to which Mrs. Clayton was entitled in the income of the £1,100 was, at the date of the assignment by her in 1869, an "interest in land" within the meaning of those words in the Fines and Recoveries Act, so that, with her husband's concurrence, she could convey it by an acknowledged deed. If it was, this somewhat peculiar result follows: If the sum had been variously invested, part on mortgage and part in Consols, so much income as was derived from the part secured by the mortgage only would pass; the rest would not pass. The £1,100 lent to the mortgagor was a debt due from him. That he gave a security on land for payment of that debt, in addition to his personal liability, could not make the personal debt of £1,100 land or an interest in land. Formerly a mortgagor had to give a bond for the debt. Now, he covenants in the mortgage to pay it. But, in either case, at the time of the passing of the Fines and Recoveries Act all that the mortgagee could do as to the debt was to make an assignment of it which was only a contract in equity, and give a power of attorney to use the transferor's name to recover it. Could a married woman assign the debt under the Fines and Recoveries Act? If she could, the Act enabled her to make a legal assignment of a debt which no one else could do. What she attempted to assign in this case was the income during her life in the reversion of the £1,100, not the mortgage security or any interest in it. When a question arises as to the meaning and effect of words used in an Act of Parliament, the ordinary mode of solving it is to consider the object of the statute, and to see whether the case comes within the real meaning and purpose of it. The object of the Fines and Recoveries Act was, so far as married women were concerned, to facilitate the transfer of real estate by providing a simpler mode of conveying their interests in it than the somewhat cumbersome device of a fine. Would it facilitate the transfer of real estate to hold that the deed of 1869 passed the married woman's reversionary life estate in the £1,100? Her concurrence was not necessary to enable the trustees to deal with the mortgaged estate. They could convey it, transfer, or release it from the mortgage debt without her, and, supposing such acts to be done in the due performance of the trust, she had no power to interfere. Could the Fines and Recoveries Act have been intended to enable her to dispose of her reversionary life interest in equity in the income derived from a debt which was collaterally secured by a mortgage so situated? I asked during the argument whether there was any authority for saying that such an interest could have been transferred by a fine. None was produced, and my impression is that such an interest could not have been so transferred. This would be another reason for presuming that the case did not come within the Act. Mr. Hastings called attention to the words of section 1 defining "estate." Section 77 enables a married woman to dispose of any estate in land. Section 1 says that "the word 'estate' shall extend to an estate in equity as well as at law, and shall also extend to any interest, charge, lien, or encumbrance in, upon, or affecting lands, either at law or in equity." It was suggested that that must be read "any interest in lands, or any charge, lien, or encumbrance upon or affecting lands," and I think that is so. It is correct to speak of an interest in land, but hardly to say an "interest upon or affecting land." Those words "upon or affecting" are rather applicable to "charge, lien, or encumbrance." Then it was argued that "interest in land," as there used, must mean something other than "charge, lien, or encumbrance." If it included them, those words would be superfluous. It is not a sweeping clause following those words. I do not rely upon this argument. However the words are read, they do not seem to me to express any interest in a debt which is also secured by a charge, lien, or encumbrance on land. The word "mortgage" does not occur in the definition, probably because the Act was only dealing with land, and the word "mortgage," as popularly used, includes both the personal debt and the charge. The words seem to contemplate dealing with the land so as to free it from a charge, lien, or encumbrance, when such an encumbrance is vested in a married woman or her concurrence is necessary to deal with it, but not to an assignment of a reversionary interest in equity in money which happens to be secured by a collateral charge or encumbrance, and least of all to an assignment of an equitable reversionary interest for life in such money. I will now refer to the cases which seem to approach most nearly to the question we have to consider. In *Goodrick v. Shotbolt* (Prec. Ch. 333) a married woman was entitled in equity to a bond and warrant of attorney given before her marriage by her intended husband to her father to secure £300 to her on the death of her husband, if she survived him. Judgment was entered by her father on the warrant of attorney, which thus created a charge upon all the real estate of the husband. The wife joined with her husband in conveying his land by deed and fine in order to extinguish her equitable interest in this charge. She survived her husband and her father, and took out administration to her father, and then, as his administratrix, sought to extend the judgment against her husband's land, and it was held by Lord Keeper Sir Simon Harcourt (afterwards Lord Chancellor Harcourt) that the fine extinguished her equitable right to the charge created by the judgment, and that therefore she could not extend the land under the judgment, but must enter satisfaction upon it. This seems to shew the true operation

of a fine in such a case. To extinguish the charge upon the land was a very different thing from assigning the reversionary interest in the £300 to a third person. The fine did not affect the right to the bond debt, nor could it transfer the bond debt. But a fine might be used to effect a transfer of money which was solely an interest in land. For instance, in *May v. Roper* (4 Sim. 360) it was held that a fine by a married woman did pass her share of the proceeds of sale of real estate, which was devised in trust to sell and to pay part of the proceeds to her; and this was again held in *Forbes v. Adams* (9 Sim. 360). In these cases the share of the proceeds, until the sale had actually taken place and the real estate was completely converted, was an equitable interest in the land, and nothing else. So in *Briggs v. Chamberlain* (*ubi supra*) land was held in trust for sale, and a *cestuis que trust* of a share in the proceeds, being a married woman, mortgaged her interest, with the concurrence of her husband, by a deed duly acknowledged. This was solely an interest in land, and therefore bound by the mortgage. In *Williams v. Cooks* (*ubi supra*) a woman, before her marriage, had a debt due to her secured by a deposit of deeds with her, and, with the concurrence of her husband, she, by acknowledged deed, assigned this charge by way of mortgage. This was not a reversionary interest; the husband and wife could assign the debt in equity, and under the Act could also make a valid conveyance of the security. In *Re Durrant & Stoner* (*ubi supra*) trustees improperly invested the trust moneys in the purchase of land, and the *cestuis que trust*, who were married women, joined with the trustees in selling and conveying the land by acknowledged deed. In that case the married women had a lien on the land, and the trustees could not have conveyed it without their concurrence. So that it came within the words and within the object and purpose of the Act. In *Re Newton's Trusts* (*ubi supra*) trustees of personal estate invested part of it on mortgage. A married woman was entitled to one-third of such personal estate in reversion after a life estate. She and her husband by a deed in 1854, before Vice-Chancellor Malins's Act, purported to concur with the tenant for life and the other *cestuis que trust* in reversion in assigning the mortgage debts, and all other the personal property, by way of mortgage, and the married woman acknowledged this deed under the Fines and Recoveries Act. Chitty, J., said that the question turned upon the construction of the Fines and Recoveries Act, and that the deed was not sufficient to pass the interest of the married women in the mortgage debts. The learned judge afterwards referred to the non-concurrence of one of the *cestuis que trust* in remainder, I suppose because the other *cestuis que trust* could not alone require a transfer to themselves of the mortgage. But I understand the main reason of the decision to be that what the married women purported to assign was an equitable interest in a debt secured by mortgage, and not merely an "interest in land" within the meaning of those words in the Fines and Recoveries Act. But great reliance was placed upon *Re Watts* (*ubi supra*). That was a case under the Charitable Trusts Act (9 Geo. 2, c. 36). A testator had bequeathed such part of his personal estate as could by law be so given to charities. Three items were in question—(1) a mortgage to the testator of an equitable life estate in personal property, which was invested on mortgage in the names of trustees; (2) a mortgage of another equitable life interest and half the reversion in personal property, which was invested on mortgage in the names of trustees; (3) a similar mortgage of the other half. Pearson, J., held that the first was pure personality and passed to the charities, because the testator in that case did not take any real interest in the original mortgage; all he took was the income of the money invested on mortgage. But as to (2) and (3) he decided that these were interests in land, because by foreclosing both the testator (the mortgagee of these interests) would become entitled to call upon the trustees to transfer the original mortgage to him, and would thus become entitled to the land. There was no appeal as to (1), the mortgage of the life interest; but as to (2) and (3) the case was appealed (see 29 Ch. D. 947), and the decision of Pearson, J., was affirmed, on the ground that these mortgages gave to the mortgagee an interest in land, Cotton, L.J., saying that "a mortgage by some of the *cestuis que trust* of their interest under a settlement, the funds subject to which are invested on mortgage of land, confers an interest in land, and therefore cannot be bequeathed to a charity"; and Fry, L.J., expressing an opinion that the charge need not be direct to create an interest in land under the Act. So far as direct authority can be found, the decision of Chitty, J., in *Re Newton's Trusts* (*ubi supra*) and that of Pearson, J., in *Re Watts* (*ubi supra*) are against the view that a married woman could transfer her reversionary interest in personal property, which is invested on mortgage in the names of trustees by acknowledged deed under the Fines and Recoveries Act. The decision in *Re Watts* of the Court of Appeal was under a different statute, and was a case in which the testator was or might become absolutely entitled to the debt and to the mortgage security, and it does not seem to me to govern the present case. My opinion is that the equitable life interest in reversion of the married woman in the £1,100 in this case could not be transferred by an acknowledged deed under the Fines and Recoveries Act, and, consequently, that the vendor's title was bad, and that the plaintiff should recover his deposit, and that this appeal should be dismissed. Since Vice-Chancellor Malins's Act (20 & 21 Vict. c. 57), which expressly authorizes assignments by acknowledged deeds of personal property to which married women are entitled in reversion under an instrument made after the 31st of December, 1857, not being a settlement made on marriage, this question will not often arise. But it may be that under a marriage settlement a married woman is entitled to a reversionary interest for life in personal property which happens to be invested on mortgage. She cannot assign this under Vice-Chancellor Malins's Act. Can it be that, though expressly prohibited by that Act, it can be disposed of under the Fines and Recoveries Act? Appeal allowed.—COUNSEL, *Coxon-Hardy, Q.C.*, and *Willis-Bund*; *Graham Hastings, Q.C.*, and

**T. Douglas.** SOLICITORS, *Kennedy, Hughes, & Kennedy*, for *J. A. Hughes*, Wrexham; *Atkinson & Dresser*, for *Truman*, Nottingham.  
[Reported by W. SHALLCROSS GODDARD, Barrister-at-Law.]

### High Court—Chancery Division.

**Re MACDUFF, MACDUFF v. MACDUFF**—Stirling, J., 26th February.  
WILL—BEQUEST FOR CHARITABLE OR PHILANTHROPIC PURPOSES—VALIDITY.

In this case the question was raised whether a gift for "charitable or philanthropic" purposes was valid. By his will dated the 24th of July, 1889, the Rev. J. R. Macduff, "formerly minister of Sandyford Church and Parish, Glasgow, but now having my domicile in England," by clause (1) appointed his daughter, Annie Seton Macduff, and A. Macduff and H. Macduff executors and trustees of his will, and by clause (2) he bequeathed all his property for the benefit, in the first instance, of his said daughter, the entire interest of the same to be enjoyed by her during her lifetime, with the reservation of certain legacies therein mentioned. By clause (7) he declared that "the aforesaid provisions or legacies are to come into immediate, or almost immediate, settlement at my death. The following and far more important bequest is for the future, and is retained under the seal of secrecy until my daughter's death, when my aforesaid trustees are empowered to open it. But until that time it is sacredly to be retained by my daughter, Annie S. Macduff, the provisions of the same being contingent on her wishes and other private considerations. It contains the bequest of a considerable sum of money for a purpose or purposes which cannot at present be disclosed, and the destination of which may be altered or modified at her discretion or, failing her, others whose names will be engrossed in this special deed." And all the rest of his property he gave absolutely to his said daughter. The testator made two codicils to his will which were not material on the present question. The testator also executed the following document, which was dated the 27th of August, 1889, and admitted to probate together with the said will and codicils:—"Special private and contingent bequests embodied at p. 3, paragraph No 7, in my will dated the 24th of July, 1889.—As said private and contingent bequests are not to take effect in my daughter's lifetime, but only come into operation at her death, my two trustees mentioned in aforesaid will and settlement are then empowered to open this document and carry its provisions into execution, with any new specification or alteration that may have been resolved on by my daughter and left in her handwriting at the end of these presents. I, John Roas Macduff, will from my estate the entire sum of £10,000, to be appropriated and allocated for some one or more purposes charitable, philanthropic, or The precise purpose or purposes I would desire to be named by my daughter, Annie S. Macduff. But should she from any cause fail or be unable to indicate these, I leave the elder surviving sons of my brothers, in co-operation with any others in whose wisdom and experience they can thoroughly rely, to see my wishes carried into effect. I am unable personally to tie myself down to any specific scheme, as many objects supremely claimant to-day may cease to be so after a series of years, while others at present undreamt of may be found urgent." The testator died on the 30th of April, 1895, leaving his said daughter his heiress-at-law and sole next of kin. On the 8th of July, 1895, an originating summons, to which her co-executors and her Majesty's Attorney-General were defendants, was taken out by the daughter, asking (1) whether any bequest of £10,000 to take effect on the death of the said Annie S. Macduff was effectually made by the will and codicils of the said testator for any charitable or other purpose; and (2) whether the executors were at liberty, subject to providing for the payment of the testator's debts, funeral, and testamentary expenses, and the legacies effectually given by the said will, to assign forthwith to the said Annie S. Macduff the whole of the testator's personality.

STIRLING, J., stated the facts, and pointed out that the testator having treated himself as domiciled in England, he would decide the case with reference solely to the law of England, the law of Scotland on the question being different. It had been urged on behalf of the plaintiff, the residuary legatee, that the gift was invalid for two reasons, (1) by reason of the blank left by the testator after the words "charitable, philanthropic, or "; or (2) because the word "philanthropic" was of a wider meaning than the word charitable, and might extend to purposes not charitable within the technical legal meaning of the word. As to the first objection, his lordship considered that the gift ought not to be held invalid merely by reason of the blank, and referred to the cases of *Illyworth v. Cooke* (9 Hare 37) and *Gill v. Bagshaw* (2 Eq. 746). It was as if the testator had said, "I leave my property to such charitable, philanthropic, or other purposes as I may hereafter declare by a codicil to my will," and died without making any such declaration. The question remained whether a gift for charitable or philanthropic purposes was valid according to the law of England. The contention on behalf of the Attorney-General was that "charitable" was used in the popular sense, and "philanthropic" was used to express purposes which were charitable within the strict legal sense. His lordship then referred to *James v. Allen* (3 Mer. 17) and *Kendall v. Granger* (5 Beav. 300). With the observations of Lord Langdale in the latter case (at p. 304), his lordship said he agreed, and he, too, was not at liberty to depart from the decisions which had already been given. In his lordship's opinion "philanthropic" was wide enough to cover purposes which were not charitable within the technical sense, and therefore he held that the gift in question failed. The executors were therefore directed, after applying the assets in their hands in a due course of administration, to transfer the balance to the plaintiff.—COUNSEL, *Hadley; Whitworth; Ingle Joyce*. SOLICITORS, *Thomas Webster; The Solicitor for the Treasury*.  
[Reported by W. Scott THOMSON, Barrister-at-Law.]

**MALCOLM v. HANCOCK**—Kekewich, J., 13th February.  
POWER—APPOINTMENT—IRREVOCABLE APPOINTMENT "SUBJECT" TO A PRIOR APPOINTMENT—FAILURE OF PRIOR APPOINTMENT.

By a deed dated the 13th of March, 1872, a moiety of a sum of £28,000 Consolidated Stock, and of certain shares of residuary real and personal estate was appointed to trustees on trust to pay the income arising therefrom to Sir Henry J. B. Burford-Hancock for life as therein stated, with remainder to his children in such shares and in such manner as he should "by any deed or deeds, with or without power of revocation and new appointment, appoint" with a proviso to the effect that it should be lawful for him by deed or by will or codicil to appoint after the determination of his life interest one fourth part of the income of the said trust funds to "his wife" for her life, "upon such conditions and with such restrictions as he should think fit." At the date of the execution of this deed Sir H. J. B. Burford-Hancock was married to his first wife, to whom, by a deed poll dated the 26th of January, 1885, he, in exercise of the above power, irrevocably appointed one fourth part of the income of the said trust funds for her life upon the determination of his life interest, if she should then be living. By the same deed, and by a subsequent supplemental deed poll dated the 27th of December, 1892, he also appointed the said trust funds to his three children absolutely, subject to his life interest in the income, and "subject also and without prejudice to the appointment" in favour of his wife, "if the same shall take effect." Sir H. J. B. Burford-Hancock's first wife died in 1893. By a deed poll dated the 23rd of March, 1895, and made upon his marriage with his second wife, Sir H. J. B. Burford-Hancock appointed one fourth part of the income of the said trust funds to his second wife for her life upon the determination of his life interest, if she should be then living. Sir H. J. B. Burford-Hancock died on the 23rd of October, 1895. His will contained no reference to the appointment in favour of his second wife. This summons raised the question whether the appointment in favour of Sir H. J. B. Burford-Hancock's second wife was a valid exercise of the power of appointment in favour of "his wife" given to him by the deed of the 13th of March, 1872.

KEKEWICH, J., said that the words "his wife" should be construed as applying to any wife of Sir Henry J. B. Burford-Hancock, and not necessarily to a wife living at the date of the deed of 1872 or to a first wife only. But that, though this was so, an irrevocable appointment had been made of the whole of the trust funds in favour of his three children absolutely, "subject" (which was equivalent to "subject only") to his own life interest and to the appointment in favour of his first wife; and it would be introducing a limitation curtailing the absolute appointment to the children, which was not in fact introduced, were his lordship to hold the appointment in favour of the second wife to be a good appointment. He therefore held that the appointment in favour of the second wife was invalid.—COUNSEL, *C. E. E. Jenkins; Renshaw, Q.C., and Ingle Joyce; J. Austen-Cartmell*. SOLICITORS, *H. P. Spottiswoode; Rewell, Rawle, & Co.; J. Rogers*.  
[Reported by C. C. HENSLY, Barrister-at-Law.]

### High Court—Queen's Bench Division.

**BALLARD v. HALLIWELL**—20th February.  
PRACTICE—COSTS—EX PARTE MOTION—QUO WARRANTO—MUNICIPAL CORPORATION ACT, 1882 (45 & 46 Vict. c. 50), s. 225.

This was an application on the part of the respondent for the costs of opposing a motion for a rule nisi for an information in the nature of a quo warranto calling upon him to shew by what authority he claimed to be a councillor of the borough of Brighton. Notwithstanding the motion was an *ex parte* one, the costs were claimed on the ground of the provisions of the Municipal Corporations Act, 1882, s. 225, which provides that "(1) An application for an information in the nature of a quo warranto against any person claiming to hold a corporate office shall not be made after the expiration of twelve months from the time when he became disqualified after election. (2) In the case of such application, or of an application for a mandamus to proceed to an election of a corporate officer, the applicant shall give notice in writing of the application to the person to be affected thereby (in this section called the respondent) at any time not less than ten days before the day in the notice specified for making the application. (3) The notice shall set forth the name and description of the applicant, and a statement of the grounds of the application. (4) The applicant shall deliver with the notice a copy of the affidavits whereby the application will be supported. (5) The respondent may shew cause in the first instance against the application. (6) If sufficient cause is not shewn, the court, on proof of due service of the notice, statement, and copy of affidavits used in support of the application may, if it thinks fit, make the rule for the information or mandamus absolute," &c. The respondent's counsel cited *Berry v. The Exchange Trading Co.* (1 Q. B. D. 77). The respondent was served with notice of the motion, which might have been made on or after the 24th of January. It was not made, and on the 28th of January a notice of abandonment was served upon the respondent.

THE COURT (WILLS and WRIGHT, J.J.) held that the respondent was entitled to the costs of the whole proceedings.—COUNSEL, *Bozell; Higgins*. SOLICITORS, *Sawyer & Ellis; Ballard*.  
[Reported by C. G. WILBREATH, Barrister-at-Law.]

**STRICKLAND v. HAYES**—12th February.

COUNTY COUNCIL—BYE-LAW FOR GOOD RULE AND GOVERNMENT—CONFIRMATION—VALIDITY—REASONABleness—USE OF PROFANE LANGUAGE.  
Case stated by justices of Worcestershire. The appellant was charged

with having used profane language in a public place contrary to the following bye-law of the Worcestershire County Council: "No person shall, in any street or public place or on land adjacent thereto, sing or recite any profane or obscene song or ballad, or use any profane or obscene language." The bye-law was made by the County Council under section 23 of the Municipal Corporations Act, 1882, which is incorporated in section 16 of the Local Government Act, 1888. It was proved that the appellant had used profane or obscene language when standing on a public footpath in the presence of a number of persons. The justices held that the bye-law was not unreasonable, and was valid, and convicted the appellant. The question for the court was whether that view was correct. *Edmonds v. Company of Watermen* (1 Jur. N. S. 727), *Reg. v. Thallman* (33 L. J. M. C. 58), were cited.

LINDLEY and KAY, L.J.J. (sitting as a divisional court) allowed the appeal.

LINDLEY, L.J.—The question is whether this bye-law is valid or invalid. As to the objection that these bye-laws required confirmation by the Local Government Board, that is disposed of by looking at the statutes under which they were made. These are bye-laws for the good rule and government of the county, and it is clear that they only require the sanction of the Secretary of State, and that the Local Government Board have nothing to do with them. The serious objection alleged is that this bye-law goes too far, and it is certainly very important to see that bye-laws are not made in excess of the powers of those who make them. They are made under section 23 of the Municipal Corporations Act, 1882, which is incorporated in section 16 of the Local Government Act, 1888. Section 23 gives no power to create a new criminal offence. I do not mean that the bye-laws can do no more than reiterate the provisions of an Act of Parliament; that would be useless. But they must be within the authority under which they are made. I have no hesitation in saying that this bye-law goes too far. By the addition of the words "or on any land adjacent thereto" the prohibition is made extremely wide, and goes far beyond what is necessary for good government. It does not, however, follow that the rest of the bye-law is bad. It would be possible to sever this bye-law by striking out the words "or on land adjacent thereto." But taking the words which would then remain there is nothing whatever to shew that it is intended that any such words as "to the annoyance of the public" are to be imported. If the words of public Acts relating to the same subject are examined, such as the Towns Police Clauses Act, 1847, it is seen that some such words are always inserted. Under this bye-law a person could be convicted for having sung a bawdy song, although no person was near or could have been annoyed. A bye-law so unrestricted goes far beyond what is reasonable for the good government of the county, and we must hold that it is bad.

KAY, L.J.—I have the strongest desire to support this conviction, but the danger is that, if we hold such a bye-law as this to be good, it will furnish a precedent all over the country. The similar provisions of the Towns Police Clauses Act is guarded by the words "to the annoyance of the public," and unless there is an annoyance of the public there is no infringement of the Act of Parliament. Can it be right that an authority, having power to make bye-laws for good government, should reject the restriction which is found in the Act of Parliament, and make such a bye-law as this? Under this bye-law it would be an offence if a man gave himself up and admitted that he had used profane or obscene language, although no human being heard him. Anyone trying to obtain a conviction under this bye-law would be entitled to argue that on a comparison of it with the language of the Towns Police Clauses Act it was clear, from the omission of the restricting words, that the bye-law was intended to be wider than the provisions of the Act. It cannot be said that the restrictive words are to be implied; a person charged is entitled to have the offence clearly stated in the bye-law under which he is charged. There can be no such implication here. I am brought to the conclusion that this bye-law is bad, not only because of the words "or on land adjacent thereto," but because it is not restricted to cases where the public is annoyed. Conviction quashed.—COUNSEL, Crump, Q.C.; Charnell, Q.C., and Brooke Little. SOLICITORS, Tree, Worcester; Clarke & Blundell, for Thorneley, Worcester.

[Reported by T. R. C. DILL, Barrister-at-Law.]

#### COOK v. WHITE—10th February.

ADULTERATION—FOOD—FALSE WARRANTY—SUMMONS—TIME FOR SERVING SUMMONS—PURCHASE FOR TEST PURPOSES—FOOD AND DRUGS ACT, 1879 (42 & 43 VICT. c. 30), s. 10.

In this case the question was whether that part of section 10 of the Food and Drugs Act, 1879, which prescribes that the summons shall be served within twenty-eight days of the purchase for test purposes, applies in the case in which the person who is charged is not the person from whom the purchase for test purposes was made. Section 25 of the Food and Drugs Act, 1879, provides that if any person charged under the Act with selling an article of food or a drug not of the nature, substance, and quality of the article demanded by the purchaser shall prove that he purchased the article in question as the same in nature, substance, and quality as that demanded, and with a written warranty to that effect, &c., he shall be discharged from the prosecution; and section 27 provides that every person who shall give a false warranty in writing to any purchaser in respect of an article of food or a drug sold by him as principal or agent shall be guilty of an offence under the Act, and be liable to a penalty not exceeding twenty pounds. Section 10 of the Act of 1879 provides (*inter alia*) as follows: "In all prosecutions under the principal Act, and notwithstanding the provisions of section 20 of the said Act, the summons to appear before the magistrates shall be served upon the person charged with violating the provisions of the said Act within a reasonable

time; and, in the case of a perishable article, not exceeding twenty-eight days from the time of the purchase from such person for test purposes of the food or drug, for the sale of which, in contravention of the terms of the principal Act, the seller is rendered liable to prosecution." On the 28th of April, 1895, milk was purchased, for the purposes of analysis, from Lillie. On the 10th of May, a certificate that the milk was adulterated having been made, a summons was taken out. On the 24th of May the summons was heard, and Lillie, having proved that he bought the milk from the respondent with a written warranty, was discharged. Thereupon a summons was taken out against the respondent, and was served upon him on the 27th of May. At the hearing the objection was taken that the summons was served more than twenty-eight days after the purchase for test purposes. The magistrate decided in favour of the objection, but stated a case.

THE COURT (LINDLEY and KAY, L.J.J.) remitted the case to the magistrate, with the expression of their opinion that the latter part of the section did not apply where the purchase for test purposes was not made from the person who was charged with the offence. They added that, under the circumstances, they thought the summons against the respondent had been served within a reasonable time.—COUNSEL, *Morrison. SOLICITOR, Stanley Horne.*

[Reported by C. G. WILBRAHAM, Barrister-at-Law.]

#### Bankruptcy Cases.

*Re MURIETTA, Ex parte SOUTH AMERICAN AND MEXICAN CO.*—C. A. No. 1, 28th February.

BANKRUPTCY—BANKRUPTCY NOTICE—DEPECT—IMMATERIALITY—UTILITY OF BANKRUPTCY PROCEEDINGS—NO ASSETS—BANKRUPTCY ACT, 1883, s. 4, SUB-SECTION 1 (a); s. 7, SUB-SECTION (3).

This was an appeal by the petitioning creditors from an order of Mr. Registrar Giffard, dismissing a bankruptcy petition against C. de Murietta. In 1891 the firm of Messrs. de Murietta, in which the respondent was a partner, transferred their business to a limited company. In March, 1892, the company was wound up voluntarily. In April, 1893, the respondent and his partners transferred all their separate and joint property to a trustee for the benefit of their creditors. The respondent held a large number of shares in the South American and Mexican Co. In August, 1893, this company was ordered by the court to be wound up, and George Stapylton Barnes was appointed liquidator, and in November, 1893, a committee of inspection was appointed. In due course the liquidator obtained a balance-order against the respondent for calls on his shares in the company. In October, 1894, the committee of inspection resolved that bankruptcy proceedings should be taken against the respondent and his partners. On the 12th of November, 1894, an action was commenced by the liquidator, in the name of the company, against the respondent to recover £26,265, the amount of his unpaid calls. The writ was entitled "The South American and Mexican Co., in Liquidation, by George Stapylton Barnes, the Official Receiver and Liquidator thereof, v. Cristobal de Murietta." On the 27th of November, 1894, judgment was signed against the respondent for the amount claimed. In October, 1895, the committee of inspection resolved that, the respondent having made no offer, the bankruptcy proceedings should go on, and accordingly, on the 21st of October, 1895, a bankruptcy notice was issued, headed: "Ex parte The South American and Mexican Co., in Liquidation, by George Stapylton Barnes, the Official Receiver and Liquidator thereof," requiring the respondent "to pay to George Stapylton Barnes, of, &c., the official receiver and liquidator of the South American and Mexican Co., in liquidation," the amount of the judgment debt or to "secure or compound the said sum to the satisfaction of the said official receiver and liquidator or to the satisfaction of the court." The respondent failed to comply with the bankruptcy notice, and on the 6th of November, 1895, a bankruptcy petition was issued. The registrar held that the bankruptcy notice was bad, as it required the respondent to pay the judgment debt to the liquidator or to secure or compound for the same to his satisfaction, whereas the bankruptcy notice ought to have followed the judgment and required the respondent to pay the debt to the company or secure or compound for the same to the satisfaction of the company. In support of the appeal it was contended that the bankruptcy notice was valid, as the liquidator of the company was the proper person to receive payment. For the respondent it was argued that, under section 4, sub-section (1) (g), of the Bankruptcy Act, 1883, the bankruptcy notice could only be issued by the "creditor," and that the company, and not the liquidator, was the creditor: *Re Howes, Ex parte Hughes* (1892, 2 Q. B. 628), *Re Low, Ex parte Gibson* (1895, 1 Q. B. 734). It was also contended that no receiving order ought to be made, because the respondent having no property the proceedings would be futile. On this point *Re Otway, Ex parte Otway* (1895, 1 Q. B. 812) was relied on.

THE COURT (Lord ESHER, M.R., and Lopps and RICHARD, L.J.J.) allowed the appeal, and made a receiving order against the respondent.

Lord ESHER, M.R., said that an action had been brought against the respondent by the liquidator in the name of the company, and judgment had been recovered, which remained unsatisfied. The respondent was therefore a judgment debtor who was liable to be made a bankrupt if the proper steps were taken. A bankruptcy notice had been issued founded upon the judgment. The bankruptcy notice followed the form of the judgment. If the bankruptcy notice had been in the name of the liquidator only, without mentioning the company, then the case of *Re Winterbottom, Ex parte Winterbottom* (18 Q. B. D. 446) showed that the notice

would not have been in the proper form. So far, therefore, the notice was good in form. But then it was said that the notice was invalidated because in the body of it the debtor was required to compound the debt to the satisfaction of the liquidator. If the debtor had been required to compound with the company acting through the liquidator the notice would have been perfectly in order, but it was obvious that there could have been no mistake on the part of the debtor as to whom he was to compound with. There was only one such person—viz., the liquidator. If necessary the court had power to cure the defect by amendment, under section 143; but the defect was so trifling that amendment was not necessary. Another argument raised on behalf of the respondent was that bankruptcy proceedings could not in this case produce any beneficial result, as the debtor had no property whatever, and, on the authority of *Re Otway*, it was contended that in these circumstances a receiving order should not be made. The facts in that case were very different, for bankruptcy would have destroyed the only available asset. In the present case it was hopeless to expect that the debtor would get his discharge before some time had elapsed, and it was not improbable that he might during that time acquire some property with which he could pay the creditor.

**Lopes, L.J.**, concurred. With regard to the alleged defect in the bankruptcy notice, the case of *Re Low, Ex parte Gibson*, shewed that there was a wide distinction between material defects in a bankruptcy notice and mere irregularities which could not deceive the debtor. In the present case the defect could not have deceived anyone.

**Rigby, L.J.**, concurred. Appeal allowed.—COUNSEL, *Muir Mackenzie and Howard Wright; H. Reed, Q.C., and Lochnie. SOLICITORS, Freshfields & Williams; Waltons, Johnson, Bubb, & Watton.*

[Reported by F. O. ROBINSON, Barrister-at-Law.]

**Re Seaman, Ex parte THE FURNESS FINANCE CO.**—Vaughan Williams, J., 4th, 8th, and 11th February.

**BANKRUPTCY—ASSIGNMENT OF DEBT—NOTICE OF ACT OF BANKRUPTCY—ORDER OR DISPOSITION—BANKRUPTCY ACT, 1883 (46 & 47 VICT. C. 52), ss. 44, 49.**

This was a motion by the Furness Finance Co. against the trustee of Seaman, a bankrupt, for a declaration that they were entitled to the sum of £74 13s. 6d., part of certain moneys received by the trustee from the War Office in payment for works executed by the bankrupt prior to his bankruptcy. The company claimed to be entitled to this sum under an assignment given to them by the bankrupt, charging the payment of the sum of £74 13s. 6d. owed by him to the company upon all moneys due to him from the War Office, in payment for work carried out by him. It appeared that the bankrupt had first borrowed money from the company in 1890, and on the 29th of October of that year he executed an assignment to them, charging the payment of £30 on the money due to him from the War Office. The company failed to give notice of this assignment to the War Office. The bankrupt subsequently borrowed further sums from the company, and on the 16th of June, 1892, he owed them £59 13s. 6d. Upon that day he received a further advance of £15, and executed the assignment to the company, under which they now claimed. The bankrupt committed the act of bankruptcy, upon which the receiving order was made against him, upon the 19th of May, 1892; the petition was presented upon the 20th of May, and was pending when he executed the assignment of the 16th of June. The receiving order was made upon the 11th of August. The company gave due notice to the War Office of the assignment of the 16th of June, and received the usual official reply that the department did not recognize assignments in any way. The company therefore, having given notice of their claim to the trustee, who refused to admit it, left him to get the money from the War Office, intending to claim it when it came into his hands. He did not get it until December, 1892, and wrote to the company on the 29th of December that he had obtained it. The letter miscarried, and the company did not become aware that the money had been recovered from the War Office until 1893, when the trustee submitted his accounts and applied for his release. This motion was then launched. Upon the hearing the contest upon the facts was as to whether a further advance of £15 was given upon the 16th of June, and whether the company had notice upon that date of any act of bankruptcy committed by the bankrupt. Further, it was contended for the trustee that, whatever the facts were, the assignment of the 16th of June did not operate to assign the £30 already assigned by the deed of the 29th of October, 1890. It was argued that as the company had never given notice of this deed to the War Office, therefore the chose in action assigned by it was in the order or disposition of the bankrupt with the consent of the true owner upon the 19th of May, 1892, the date of the commencement of the bankruptcy; it became from that date the property of the trustee, and could not pass by the subsequent deed of the 16th of June, as the bankrupt had then no property in it.

**Vaughan Williams, J.**, decided in favour of the company both upon the facts and upon the law, holding that the assignment had been made without notice by the company of any act of bankruptcy, and that it operated to assign the whole sum charged. The trustee had, however, spent a large amount in recovering the money from the War Office, which only came to £140, and his lordship therefore directed an inquiry as to the expenses incurred by and remuneration due to the trustee, which would have to be allowed in full before the company could be paid their debt or the costs of the motion.—COUNSEL, *Muir Mackenzie; A. H. Carrington. SOLICITORS, Sims & Vyne; F. W. Bailey.*

[Reported by P. M. FRANCIS, Barrister-at-Law.]

### Solicitors' Cases.

**TOMLINSON v. BROADSMITH AND ANOTHER**—20th February.

**SOLICITOR AND CLIENT—PARTNERSHIP—RETAINER—NEGLIGENCE.**

This was an appeal by the defendants from the judgment of Kennedy, J., at the trial of the action with a special jury at Manchester. The defendants were solicitors, and the action was brought by a Mr. Tomlinson to recover damages from them for wrongfully and without his authority entering an appearance on his behalf in two actions, by reason of which judgment was obtained against him without his knowledge, an execution was put into his house, and a bankruptcy petition was filed against him. Alternatively the plaintiff alleged that if the defendants had acted with his authority they had been guilty of negligence. In January, 1893, the plaintiff, in conjunction with a Mr. Preston, advanced £1,000 to a Mr. Houghton for the purpose of assisting him in two businesses carried on by him under the names of the Egerton Colour Co. and the Combined Soap Co. A deed was entered into by which the plaintiff was to have 10 per cent. interest on his loan and one-third of the profits of the business, but the agreement expressly provided that there was to be no partnership between the parties. It was further provided that Houghton was to manage the business, and that he was not to hold out the plaintiff and Preston as his partners. In 1894 the business was in financial difficulties, and writs in two actions were issued for goods supplied. Houghton consulted the defendants, who advised him that the effect of the deed was to make the plaintiff and Preston partners with him. On the 11th of October an interview took place, at which the plaintiff, Houghton, and the defendants were present. The plaintiff alleged that at this interview he maintained that he was not a partner, and that he referred the defendants to his solicitor. There was a conflict of evidence as to whether or not the plaintiff was informed that the writs had been issued against the firm. On the 12th of October the defendants entered an appearance for the plaintiff in the two actions. The plaintiff said that he had no notice that this had been done until the 23rd of November, when, judgment having been signed under order 14, execution was levied upon his goods, and a bankruptcy petition was filed against him, although he was, as a matter of fact, perfectly solvent. Subsequently these proceedings were set aside. For the defence evidence was called to show that the plaintiff knew that the defendants were acting for him, and that he assented to Houghton's representing him in the matter. With regard to the allegations of negligence, the defendants relied on the fact that they had informed Houghton that judgment had been recovered. Kennedy, J., in summing up, held that the agreement did in point of law constitute the plaintiff a partner with Houghton; and the jury, in answer to questions left to them, found that the defendants had not the plaintiff's authority to enter an appearance for him, and that the defendants had acted negligently. The jury fixed the damages at £200, for which sum the learned judge gave judgment.

The Court (Lord Esher, M.R., Lopes, and Rigby, L.J.) allowed the appeal.

**Lord Esher, M.R.**, said that at the trial the jury had found that the defendants had no authority to act for the plaintiff, and also that they had been negligent. The defendants contended that there was no evidence to support either finding, and that judgment ought to be entered for the defendants. The learned judge had rightly held that the effect of the deed between the plaintiff, Preston, and Houghton was to constitute them partners. The plaintiff and Preston stipulated that their names should not appear, and Houghton was made managing partner. Houghton, therefore, had authority to do everything in the ordinary course of the business. Goods were supplied on his orders, for which the partners were liable to pay, and an action was brought. It could not be doubted that it was within the scope of Houghton's authority as managing partner to defend the action on behalf of the partnership, and for that purpose he instructed the defendants. The ordinary way to defend an action against a firm was to enter an appearance in the name of each partner, and that is what the defendants did, acting on the instructions of Houghton. It was contended that the plaintiff had withdrawn from Houghton his authority to act as managing partner, but there was no evidence of that, and on that point, therefore, the plaintiff's case failed. Then it was said that the defendants had acted negligently in not informing the plaintiff that judgment had been recovered against him, as indeed was inevitable. It would be a very dangerous application of the principle of negligence to hold that a solicitor who had been instructed by the managing partner of a firm was guilty of negligence in not giving separate notice to each partner of every step in the litigation, although the solicitor had given notice to the managing partner. In this case the defendants told Houghton of the judgment, and they were entitled to assume that Houghton would do his duty and inform his fellow partner of the progress of the litigation. In his lordship's opinion there was no evidence on which the jury ought to have been asked to find negligence. The plaintiff's case failed on both points. The appeal would be allowed, and judgment entered for the defendants.

**Lopes and Rigby, L.J.**, concurred. Appeal allowed.—COUNSEL, *Joseph Walton, Q.C., and W. F. Taylor, Q.C.; Pickford, Q.C., and Action. SOLICITORS, Tweenlow, Manchester; Prichard, Englefield, & Co., for Charles Costeker, Darwen.*

[Reported by F. O. ROBINSON, Barrister-at-Law.]

**RE SANDERS'S SETTLEMENT—No. 2, 26th February.**

**COSTS—CONVEYANCE—SCALE FEE—GRANT OF EASEMENT—SOLICITORS' REMUNERATION ACT, 1881 (44 & 45 VICT. C. 44)—GENERAL ORDER—SCHEDULE I, PART I.**

Appeal from a decision of North, J., reported ante, p. 241. In 1888 the

Metropolitan Board of Works purchased certain land, forming part of a settled estate belonging to persons named Sanders, and the purchase money was paid into court. The estate was afterwards laid out as a building estate, and the Sanders trustees desired to construct a road upon it, to join a road called Thornbrake-avenue, which had been constructed upon an adjoining settled estate vested in certain trustees referred to as the Gubbins trustees. For this purpose it was necessary to cross a strip of land five feet wide belonging to the Gubbins trustees. Under these circumstances an agreement was entered into between the Sanders' trustees and the Gubbins trustees, whereby it was agreed that the former should purchase for £516 the right to construct a road with a sewer under it across the five feet strip of land, a right of way over the road and the right to use the sewer when constructed. The Sanders trustees agreed to dedicate their road, and the Gubbins' trustees agreed to dedicate Thornbrake-avenue and the road over the strip to the public. By an order of North, J., it was ordered that £516, part of the purchase money in court, should be applied in payment of the purchase money under this agreement, and in pursuance of section 80 of the Lands Clauses Act, 1845, that the London County Council (the successors of the Metropolitan Board of Works) should pay the costs of the investment of the money in the purchase of the right of way. In September, 1894, a deed was executed carrying out the agreement between the two sets of trustees. The question arose whether the solicitors of the Sanders' trustees should be remunerated in accordance with the scale fee prescribed in part 1 of schedule 1 to the General Order made in pursuance of the Solicitors' Remuneration Act, 1881, or in accordance with schedule 2. The taxing master held that the scale fee did not apply, and North, J., affirmed his decision, his lordship being of opinion that the case of *Re Stewart* (37 W. R. 484, 41 Ch. D. 494) decided that the scale charge did not apply to the grant of an easement. The London County Council appealed, and counsel on their behalf contended that *Re Stewart* was distinguishable. In the present case the vendor had parted with the whole of their right over the surface of the land, and the purchase money could hardly have been larger if the strip had been bought out and out. The word "conveyance" was equally applicable to the creation of a new easement as to the transfer of an existing one. He referred also to *Re Barnshaw-Wall* (42 W. R. 567, 1894, 3 Ch. 154), where the property sold was an advowson.

THE COURT (LINDLEY, KAY, and A. L. SMITH, L.J.J.) dismissed the appeal.

LINDLEY, L.J., after stating the facts, said that it was obvious that the agreement was not merely an agreement for the purchase of a right of way across the strip. It included that; but each set of trustees was accommodating the other, and the Gubbins trustees stipulated not only for the £516, but for the construction of the road across the Gubbins' property, and for the right to use it before it came upon the highway, and it was agreed that the whole road should be a public road. Therefore it was not a mere agreement for purchase and sale. The deed of September, 1894, carrying out the agreement, again, was not a mere conveyance of this right of way for £516. It was that and more; and it was important to observe that whether the solicitor was to be paid according to the scale of fees or not did not depend upon any abstract question of law as to whether an easement was property—in one sense an easement obviously was property—nor did it depend on whether the grant of an easement could be called a "conveyance" of an easement. What they had to consider was the scale for the payment of solicitors. The gentleman who drew the conveyance of September, 1894, did not think the scale applied; but, relying on the case of *Re Stewart*, took it for granted that the scale did not apply. [His lordship read rule 2 of the general order made in pursuance of the Solicitors' Remuneration Act, 1881, and referred to the schedules to that order.] The language used was somewhat obscure, and it was not very clear whether this was within the schedule rule or the scale rule. If a conveyance of property or a sale of property was talked about, *prima facie* the language was adapted to existing property and to the transfer of it. He did not say it could not possibly be extended so as to include what was popularly called conveyance, although the conveyance created the thing conveyed; but looking at the substance of the thing, and bearing in mind that, as a rule, the consideration was small, whereas the trouble might be very great, it seemed to him that in a simple case the conveyance would fall under "business not otherwise provided for." That had been the view adopted in *Re Stewart*. He did not understand *Re Stewart* to be based upon the theory that an easement was not property. It was based upon the theory that a deed creating an easement for the first time was not a sale or conveyance of property within the first part (c) of the rule, but was "business not hereinbefore provided for." That, his lordship thought, was right, and it was quite consistent with that to say that the sale of an advowson was within the scale. In this particular case he had no doubt that North, J., was right; but he was not prepared to throw any doubt upon the rule, which had better be settled once for all, that a deed creating an easement for the first time did not come within the scale rule, but within Schedule II.

KAY, L.J., said that the orders which had been made on the face of them shewed that they did not intend to include every case, because by subsection (c) of rule 2 it was expressly provided that in respect of business not provided for by the two former sub-sections the ordinary fees should be paid as altered by Schedule II., so that it was not intended to make the scale apply to all business which was not contentious business. Could the scale be applied to a case of this kind? This was not a transfer of property in the ordinary sense of a transfer. It was not an existing subject of property which was conveyed from the owner to another; it was a grant out of the owner's property of a certain easement. The easement never existed as an easement until it was created by the particular grant. Did Part I. of Schedule I. apply to such a case? *Prima facie* the word "conveyance" was not at all an apt word to describe a

deed by which an easement over somebody's property was created for the first time. There seemed to have been some question about the words he had used in *Re Stewart*. [His lordship referred to his judgment in that case, and continued:—] That case came before Chitty, J., in *Re Barnshaw-Wall*, where the learned judge said: "I should feel bound to follow him if I thought he intended to lay down the proposition that the term 'property' did not include incorporeal hereditaments; but, as I consider he did not so intend, I am free to decide as I do." He (Kay, L.J.) could not understand how it could be supposed that he meant that "property" did not include incorporeal hereditaments. He used the word "grant" to express unmistakably the difference between the transfer of a thing which existed and the creation of it by grant for the first time. He never for a moment suggested that an existing easement or an existing incorporeal hereditament of any kind, being transferred from a vendor to a purchaser, would not come within Schedule I. He distinctly thought it would, but he remained of opinion that if the deed were the mere creation for the first time of an easement over land, the words of Schedule I. were not very apt to meet that case, and he did not think they were intended to meet it.

A. L. SMITH, L.J., said that, having heard the argument, he thought that both the judgments, of Chitty, J., in *Re Barnshaw-Wall* and of Kay, J. (as he then was), in *Re Stewart*, were right. The main distinction between the cases was this, that in the former case there was a transfer of existing property, and in *Re Stewart* there was no transfer of existing property at all.—COUNSEL, W. Baker; Channell, Q.C., and J. Gent. SOLICITORS, W. A. Blazland; Withall, Trotter, & Patterson.

[Reported by ARNOLD GLOVER, Barrister-at-Law.]

## LAW SOCIETIES.

### LEGAL AND GENERAL LIFE ASSURANCE SOCIETY.

The annual general meeting of the Legal and General Life Assurance Society was held on Tuesday at the office of the society, Fleet-street, E.C. Mr. William Williams occupied the chair.

THE CHAIRMAN moved the adoption of the report and statement of accounts. He said: You will observe that the new premium income in the largest society has ever received in any single year. A few minutes before this meeting began I looked back to see what was the amount of new premiums in 1871—the year in which I had the honour of being elected a director—and I found that in that year our net new premiums amounted to £8,128; in 1881, ten years afterwards, they had only increased to £8,526; and then from 1881 to 1891 they increased by leaps and bounds. In 1891 our net new premiums amounted to £27,941, and you see from the report that last year our net new premiums amounted to £43,432. Our assets have increased in the same way. In 1871 they were £1,622,764; ten years afterwards they had increased to £2,017,237; ten years after that, in 1891, they had increased by nearly £500,000 to £2,577,397; and now, only four years afterwards, our assets amount to £3,022,000. I think, therefore, we are very much to be congratulated on the progress of our society. The result is eminently satisfactory. We are greatly indebted to our excellent manager, as you may suppose, for the great increase in our business; and before sitting down I would suggest that some gentleman on the other side of the table should propose a vote of thanks to him for the excellent manner in which the business has been conducted and the great success which has attended it. At the end of the current year we complete another quinquennium, and I hope we shall be able to shew a considerable increase in the profits of the society at that period, and that we may look forward to a larger dividend for the next five years.

Mr. F. J. BLAKE seconded the motion, which was unanimously adopted.

THE CHAIRMAN: I have now to announce that the four gentlemen elected to the board since the last general meeting retire in pursuance of the deed and offer themselves for re-election. These gentlemen were elected to fill the places of the four directors whose loss we have to lament. One of them was known to all of us, the Right Hon. Vice-Chancellor Bacon, and it will be quite unnecessary for me to attempt to pass any eulogium on that most excellent and valued director. The second was Mr. James Dickinson, a retired Q.C., practising in the Chancery Division. We have also had to fill up the place of Mr. Henry Leigh Pemberton, who was the official solicitor to the courts, and also that of Mr. Spencer C. Wilde, both of whom had been directors for many years and from whom we received a great amount of assistance. To fill these vacancies we have elected his Honour Judge Bacon, Mr. Chadwick Healey, Q.C., Mr. James Curtis Leman, and Mr. Charles P. Johnson, who retire from office at this meeting, but are eligible for re-election. I now propose that these four gentlemen be re-elected directors of the society.

Mr. BLAKE seconded the motion, and it was passed unanimously.

The retiring directors—the Right Hon. Lord Justice Lopes, the Right Hon. John W. Mellor, Q.C., M.P., Mr. Justice Mathew, Mr. Charles Harrison, M.P., Mr. H. Chauncy Masterman, and Mr. Justice Kekewich—were re-elected.

Mr. Kenyon Parker, an auditor for the assured, and Mr. J. S. Follett, an auditor for the proprietors, were re-elected.

On the motion of Mr. R. PENNINGTON, seconded by the CHAIRMAN, the remuneration of the four auditors was fixed at £300 for the year.

Mr. N. T. LAWRENCE said he should be glad to carry out the suggestion of the chairman, and propose a vote of thank to Mr. Colquhoun and the staff. Everybody present would agree with him that they were deeply indebted to these gentlemen for the prosperity of the company, and the least the shareholders could do was to recognize their invaluable services on these occasions.

Mr. G. E. COCHRAM seconded the motion.  
The resolution was cordially adopted.

Mr. COLQUHOUN: Mr. Chairman and gentlemen, I am much indebted to you for the kind way in which you have received the suggestion of the chairman as to a vote of thanks to me, and I hope you will allow me to associate with it the officers who have rendered valuable service in the society's interests. We are still more indebted, however, to the directors for the time, care, and attention they bestow upon the affairs of the society. I hope when we get our quinquennial valuation, at the close of next year, it will prove a worthy crown to all our efforts. The result of the valuation will shew a great success.

Mr. COCHRAM proposed a vote of thanks to the chairman and directors for their conduct of the affairs of the society during the past year. This having been seconded and carried,

The CHAIRMAN said: On behalf of my colleagues and myself, I beg to tender you our hearty thanks for the vote. I hope that at the end of the present year it will be found that there is a large increase in the assets, and that there will be a substantial addition in the shape of bonus to the policies and to the shareholders from the additional profits that Mr. Colquhoun's calculations will shew.

The proceedings then terminated.

#### SHEFFIELD DISTRICT INCORPORATED LAW SOCIETY.

The twenty-first annual general meeting of the society was held at the Rooms, Hoole's-chambers, Bank-street, Sheffield, on Wednesday, the 26th of February, 1896, Mr. Charles Edmond Vickers, president, in the chair.

The report of the committee and the accounts of the treasurer for the past year were received and adopted.

Mr. Burnett Eason was elected president, Mr. Herbert Bramley was re-elected vice-president, Mr. Arthur Wightman was re-elected treasurer of the society, and Mr. Herbert Bramley, who has discharged the office of secretary from the commencement of the society, was re-elected secretary.

The following gentlemen were appointed to act with the above officers as the committee for the ensuing year, viz.:—Messrs. J. Blinney, R. Benson, H. G. T. Fernell, F. L. Harrop (Rotherham), A. Howe, A. E. Maxfield, E. T. Moore, A. Neal, R. Paahley (Rotherham), H. B. Sandford, Wm. Smith, F. P. Smith, C. E. Vickers, P. K. Wake, and A. M. Wilson.

Messrs. E. W. Pye-Smith and Charles Padley were appointed the auditors of the society for the ensuing year.

It was resolved that the thanks of the society should be given to the Right Hon. C. B. Stuart Wortley, Q.C., M.P., for his attention to the matters laid before him by the committee and for prints of the public Bills brought into the House of Commons during the past session which he has forwarded to the committee.

The following are extracts from the report of the committee:—

**Members.**—The number of members is now 161. The committee deeply regret the death of Mr. Jno. W. Pye-Smith, a former president of this society, and Town Clerk of Sheffield from 1887 to September, 1895; of Mr. W. J. Clegg, Official Receiver in Bankruptcy; of Mr. Hy. Ashton, an ex-committeeman; and Mr. John Tyas, of Barnsley.

**Professional matters.**—The committee have had under consideration two applications on the part of local solicitors, who had ceased to practice, to again take out their certificates, and also two applications to strike local solicitors off the rolls, both of which were successful. Mr. Herbert Bramley, who was instrumental in the formation of the society, and has been secretary since its incorporation in 1875, has been appointed Town Clerk of Sheffield, in succession to Mr. Pye-Smith. Mr. Bramley's father, the late Mr. Edward Bramley, was the first Town Clerk of Sheffield—from 1843 to 1858. Mr. J. C. Clegg has been appointed Official Receiver in Bankruptcy, in the place of his father, Mr. W. J. Clegg.

**Mortgagors' Legal Costs Act, 1895.**—The thanks of lawyers generally are due to the Liverpool Law Society and its president, Mr. Morton, for initiating, and to Mr. Haldane, Q.C., and Lord Macnaghten for piloting through this Act, which is most important and necessary to solicitors. Our member, Mr. C. B. Stuart Wortley, backed the Bill and aided in its becoming law. In respect of all mortgages made after its commencement (the 6th of July, 1895), the 2nd section gives any solicitor to whom, either jointly or alone, a mortgage is made, or the firm of which such solicitor is a member, power to charge for the negotiation, preparation, and completion of such mortgage as if he had not been the mortgagor, but had only been employed by him. The 3rd section, which applies to mortgages made and business transacted both before and after the commencement of the Act, gives a solicitor, whether named in the original mortgage deed as mortgagor, or becoming such by transfer, or his firm, similar power to make charges in respect of all business subsequent and in relation to any such mortgage. The expression "mortgage" includes any charge or any property for securing money or money's worth (section 4). The long standing grievance of solicitors being dealt with differently from other mortgagors is thus at last put a stop to.

**Land Transfer Bill.**—This Bill, which was substantially the same as the one of the previous Session (see last report, pp. 18-19), was introduced into the House of Lords by the Lord Chancellor (Lord Herschell), on the 12th of February, 1895, and subsequently passed there. When the Bill was brought to the House of Commons, the Incorporated Law Society, aided by the Provincial Law Societies, in pursuance of resolutions passed at a joint meeting, held in London on the 5th of April, very strongly pressed that it should be referred to a Select Committee, and the Attorney-General (Sir R. T. Reid), who had charge of the Bill in that House, ultimately consented to this course. The Lord Chancellor gave evidence in support of the Bill; after which voluminous evidence was taken from

Mr. Hunter (ex-president of the Incorporated Law Society), Mr. B. G. Lake, and other solicitors, both London and provincial, and also from bankers and others, in opposition. Before any further evidence in favour of the Bill could be obtained, the dissolution of Parliament took place, and the labours of the Select Committee came to an end. No report was issued; but the evidence taken by the committee was published in a Blue Book, of which a copy has been obtained and placed in the library. The public and the profession owe a debt of gratitude to the Incorporated Law Society for the admirable way in which they obtained and marshalled evidence against the Bill, both directly and through the instrumentality of the Provincial Law Societies; to Mr. Hunter for the time and care which he bestowed in preparing and giving his very effective evidence; and to Mr. Bolton, member of the Select Committee, and himself a solicitor, who most efficiently conducted the examination of the witnesses in opposition to the Bill, and, what one may perhaps be excused for styling, the cross-examination of the Lord Chancellor. The evidence went to shew the cheapness and expedition with which small conveyancing measures can be carried through under the present system, and the objections to the proposed Bill, both in principle and in detail. Your council had the Bill under consideration from its introduction, and a memorial was obtained, signed by almost all the solicitors within the society's district, addressed to their respective M.P.'s, asking them either to oppose the Bill or support its reference to a select committee. The secretary communicated with the different M.P.'s, and steps were taken to supply certain evidence from Sheffield, but owing to the number of solicitors from other towns offering themselves as witnesses this evidence was not required. By the direction of the Incorporated Law Society, Mr. Wostenholme has prepared a draft Bill, which was sent to your committee, together with a Bill prepared by the new president (Mr. J. W. Budd). The object of both these Bills is to simplify the title to, and the transfer of land by radical alterations on existing lines. Mr. Wostenholme's Bill proposes to protect equitable estates by a system of registration of cautions and inhibitions, while Mr. Budd's Bill rather assimilates, so far as practicable, the transfer of land to the transfer of stock, treating any possible risk to fiduciary interests as more than compensated by the increased simplicity which a purchaser would find on investigating the title. The council of the Incorporated Law Society have passed a resolution that Mr. Wostenholme's Bill, with the memorandum prefixed to it, be transmitted to the Lord Chancellor (Lord Halsbury), with a letter from the president, requesting his lordship to consider it in connection with any measure he might be intending to bring forward on the subject.

**Stamp Duty on Transfers of Mortgages.**—The registrar of the Wakefield Deeds Registry having objected to register a transfer of mortgage on the ground that it was not stamped in respect of the current interest transferred, the secretary wrote him on the point, pointing out that, under the Stamp Act, 1891, this was unnecessary, and, in reply, the registrar intimated that he would not again take the objection. In cases of transfers of mortgages, where the mortgagor joins, and part of the mortgage debt is paid off, the Commissioners of Inland Revenue have recently been claiming a re-conveyance stamp of 6d. per cent. on the total amount secured, as well as the duty on the amount transferred. This claim does not seem to be well founded, and is entirely opposed to the existing practice, and it is hoped the Incorporated Law Society will approach the Commissioners on the matter.

**Official Solicitorships.**—A communication was received on this subject from Mr. Harvey Clifton, of London, and the committee passed a resolution that, in all offices where the name "solicitor" is used (except that of Solicitor-General) it is desirable that these offices should be filled by the appointment of solicitors, and not of barristers. The Incorporated Law Society, however, considered it inadvisable to raise the question.

**Stamp Duty on Apportioned Ground Rents.**—Members will remember that, as stated at length in the last report, on the sale of part of a leasehold at an apportioned ground rent, the Commissioners of Inland Revenue now claim duty, not only on the purchase money, but on the apportioned ground rent, as being a rent newly created by the deed of assignment. By a circular, dated the 20th of February, 1895, the Commissioners offer at any time, without charge or penalty, to stamp conveyances of land on which conveyances rent charges are apportioned, or assignments of lease holds on which assignments the ground rent is apportioned, when such deeds are dated before the 1st of January, 1895. At the last general meeting a resolution was passed recommending members of the society not to require vendors of property to stamp such deeds on the occasion of a purchase of property when such stamping could be required.

**Lessors' Scale Charges.**—The committee decided that where the lessor's solicitor thinks it desirable to employ a surveyor to put a plan on the lease and counterpart, the lessee must discharge the costs of the surveyor as part of the costs of the lease, and in addition to the scale fee; but if the plan be put on in the lessor's solicitor's office, or by a law stationer, his charge therefor would be included in the scale fee.

**Incorporated Law Society of the United Kingdom.**—The annual provincial meeting was held at Liverpool, on the 8th, 9th, 10th, and 11th of October last. There was a good attendance, and the papers read were of an interesting and instructive nature. The hon. sec. attended as a deputation from the committee, and gave an invitation to the society to hold its autumnal meeting in 1896 in Sheffield. The Incorporated Law Society have, however, decided to accept the invitation given by the Birmingham Law Society, that the next annual meeting should be held in that city; but have intimated to your committee that, if again invited by your society, they will accept for 1897. In order to meet a deficit in the finances of that society, the subscriptions to the Incorporated Law Society will henceforth be £1 1s. a year in the case of all country members, whether members of a provincial law society or not. Your committee entirely approve of

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the change, and wish to impress very strongly upon all solicitors in this district the necessity of joining the Incorporated Law Society. The good work that society does in connection with Bills in Parliament (and notably during last year in opposing the Land Transfer Bill), in prosecuting unauthorized persons who trench on the province of solicitors, in carrying out the provisions of the Solicitors Act of 1888, and numerous other matters affecting the interest of the profession, is a source of trouble and great expense, and it is incumbent on every solicitor who wishes to see such benefits to solicitors as the above properly maintained to become a member. The subscription for country members is certainly not high. The increase was approved of by most of the provincial law societies and by the members of your society present at the last general meeting. The Incorporated Law Society are endeavouring to get 5s. of the annual certificate duty paid by each solicitor handed over to them to meet the yearly deficit.

## LAW STUDENTS' JOURNAL.

### INCORPORATED LAW SOCIETY.

#### HONOURS EXAMINATION.

January, 1896.

At the examination for honours of candidates for admission on the roll of solicitors of the Supreme Court, the examination committee recommended the following as being entitled to honorary distinction:—

#### FIRST CLASS.

[In Order of Merit.]

WILLIAM EVERARD TYLDESLEY JONES, who served his clerkship with Mr. James Chapman Woods, of the firm of Messrs. Collins & Woods, of Swansea; and Messrs. Field, Roscoe, & Co., of London.

#### SECOND CLASS.

[In Alphabetical Order.]

John Henry Armitage, B.A., who served his clerkship with Messrs. Scatcherd, Hopkins, & Middlebrook, of Leeds.

Herbert Francis Chadwick, B.A., who served his clerkship with Mr. Samuel Joshua Chadwick, of the firm of Messrs. Chadwick & Sons, of Dewsbury.

Andrew Martin Fairbairn, B.A., who served his clerkship with Messrs. Shephards, of London.

Harold Porter Mellor, B.A., who served his clerkship with Mr. John Ogden, of the firm of Messrs. Digges & Ogden, of Manchester; and Messrs. Norris, Allen, & Chapman, of Bedford-row.

Charles Edward Pettit, who served his clerkship with Mr. Arthur Proudfoot, deceased, and Mr. Frank Samuel Chaplin, both of the firm of Messrs. Proudfoot & Chaplin, of London.

Claude Philip Eaton Taylor, who served his clerkship with Mr. Henry Stevens, of London.

Herbert George Thomas, who served his clerkship with Mr. Thomas Parkinson Harker, of Brighton.

Vincent Thompson, M.A., who served his clerkship with Mr. Frederick Douglas Hutton, deceased, and Mr. Henry Fison Killick, of the firm of Messrs. Killick, Hutton, & Vint, of Bradford; Mr. Richard Hale Braithwaite, of the firm of Messrs. Dibb & Co., of Leeds; and Messrs. Patersons, Snow, & Co., of London.

#### THIRD CLASS.

[In Alphabetical Order.]

Harold Granville Barnard, B.A., LL.B., who served his clerkship with Mr. Lewis Stroud, and Mr. John Rexworthy, both of London.

Wilfred Thomas De Berdewelle Barwell, who served his clerkship with Messrs. I. O. Taylor & Sons, of Norwich; and Mr. Charles Francis Martelli, of London.

Arthur Bates, who served his clerkship with Mr. Albert Calkin Lewis, of London.

Ronald Percy Clayton, B.A., who served his clerkship with Messrs. Batesons, Warr, & Wimhurst, of Liverpool.

Sydney Pearce Constable, who served his clerkship with Mr. George Kenyon, of Thorne, Yorkshire.

Herbert Davey, who served his clerkship with Mr. William Henry Sadler, and Mr. Maurice Dewing, of Horsham.

William John Ebdon, who served his clerkship with Mr. George Robert Dransfield, of the firm of Messrs. Ebdon & Dransfield, of Newcastle-on-Tyne.

George Edward Hunter Fell, who served his clerkship with Mr. Robert Holme White, of the firm of Messrs. White, Borrer, & Co., of London.

David Garsed, who served his clerkship with Mr. John Low Garsed, of Eland; and Messrs. Fielder & Fielder, of London.

Trevor Edward Harris, who served his clerkship with Mr. George David, of Cardiff.

Thomas Rouse Hodges, who served his clerkship with Mr. Frederick Edward Roberts, of the firm of Messrs. Roberts, Dickson, & Barnes, of Chester; and Messrs. Kennedy, Hughes, & Kennedy, of London.

Harold Abercrombie Holdsworth, who served his clerkship with Mr. Charles Edward Bloomer, of London.

George William Jackson, who served his clerkship with Mr. Alfred Clare, of the firm of Messrs. Conquest & Clare, of Bedford; and Messrs. Andrews & Fawcett, of London.

Arthur Samuel Joseph, who served his clerkship with Mr. Henry Chetham, of the firm of Harris & Chetham, of London.

John Josselyn, who served his clerkship with Messrs. Josselyn & Sons, of Ipswich; and Messrs. Field, Roscoe, & Co., of London.

Godfrey Leach, B.A., who served his clerkship with Messrs. Beachcroft, Thompson, Hay, & Ledward, of London.

Martin Barry Lewis, who served his clerkship with Mr. Frederick Hannam-Clark, of Gloucester; and Messrs. Field, Roscoe, & Co., of London.

Thomas Frank Neighbour, who served his clerkship with Messrs. E. Flux & Leadbitter, of London.

George Stanley Pott, B.A., who served his clerkship with Mr. William Holmes, of the firm of Messrs. Ingle, Holmes, & Sons, of London.

Arthur Round, who served his clerkship with Mr. Isaac Bradley, of the firm of Messrs. Isaac Bradley & Cuthbertson, of Birmingham; and Messrs. Thomas White & Sons, of London.

Herbert Kendall Strange, who served his clerkship with Mr. John Haigh, and Mr. James Sykes, both of Huddersfield.

Ferdinand Samford Whittingham, who served his clerkship with Messrs. Rowcliffes, Rawle, & Co., of London.

The Council of the Incorporated Law Society have accordingly given class certificates and awarded the following prizes of books:—

To Mr. W. E. T. Jones—Prize of the Honourable Society of Clement's-inn—value about £10; and the Daniel Reardon Prize—value about 20 guineas.

To Mr. V. Thompson, M.A.—“The John Mackrell Prize”—value about £12.

The council have given class certificates to the candidates in the second and third classes.

Eighty-six candidates gave notice for the examination.

## LAW STUDENTS' SOCIETIES.

LAW STUDENTS' DEBATING SOCIETY.—March 3.—Chairman, Mr. Nugent Chaplin. The subject for debate was: “That Imperial Federation is now within the sphere of practical politics.” Mr. A. E. Clarke opened in the affirmative; Mr. H. Hamilton Fox opened in the negative. The following members also spoke: Messrs. A. W. Watson, A. C. F. Boulton, Neville Tebbutt, H. Jones, W. E. Singleton, and Tudor Lay. The motion was carried by four votes.

LEEDS LAW STUDENTS' SOCIETY.—The ordinary weekly meeting of this society was held on Monday evening in the Law Institute, Leeds; Mr. H. R. Cousins in the chair. Mr. G. Whittington opened a debate on the following subject: “That the decision of the Court of Appeal in *Messrs. v. Great Eastern Railway Co.* should be reversed by the House of Lords.” Mr. G. E. Foster opened in the negative; and Messrs. Williamson, Milner, W. R. Wilson, and Jackson also spoke. The chairman having summed up, a vote was taken, and the negative was carried by a majority of four.

## LEGAL NEWS.

### APPOINTMENTS.

Mr. LAURENCE HUGH JENKINS, barrister-at-law, has been appointed a Judge of the High Court of Calcutta, in the room of Mr. Justice Pigot, who has retired.

Mr. EDGAR W. JONES, solicitor, of the firm of Loxdale, Jones, & Co., 85, Gloucester-road, South Kensington, has been appointed a Commissioner for Oaths. Mr. Jones was admitted in December, 1889.

Mr. GEORGE WILLIAM CHAMBERS, solicitor, of Cardiff, has been appointed a Commissioner for Oaths. Mr. Chambers was admitted in March, 1889.

Mr. PHILIP THOMAS RHYNS, solicitor, of the firm of Gery & Rhys, Aberdare, and 2, Vere-street, Oxford-street, London, has been appointed Deputy Coroner for the Northern Division of Glamorgan. Mr. Rhys was admitted in August, 1881.

### GENERAL.

Mr. Justice Hawkins and Mr. Justice Mathew are the Easter Vacation judges, but only one will be in attendance during the vacation.

Her Majesty has been pleased to direct that Mr. Edward Henry Carson, Q.C., M.P., be sworn a member of her Majesty's most Honourable Privy Council in Ireland.

During the absence of Mr. Justice Mathew on the Midland Circuit the Lord Chief Justice will proceed with the hearing of commercial causes.

The death is announced, says the *St. James's Gazette*, of Mr. John Clutton, who was first president of the Surveyors' Institution. In 1848 he was appointed by the Office of Woods and Forests to survey all the Royal forests and woodlands excepting Windsor. In 1850 he became agent for the estates of the Crown in Surrey, and afterwards for those in a number of other counties. He made extensive purchases of property under the Defence Acts of 1842 and 1860, and it was he who arranged for the acquisition of the estates now forming the site of the Aldershot Camp. So far as regards the southern half of England and Wales, Mr. John Clutton, with his brother, the late Mr. Henry Clutton, acted as surveyor

for the Ecclesiastical Commissioners for England during just half a century. He had attained the age of eighty-seven, and his death took place at Reigate on Sunday.

At a meeting of the General Council of the Bar, held in the Parliament Chamber of the Inner Temple on Wednesday evening, the following gentlemen were appointed to serve on the undermentioned standing committees of the council, viz.:—Executive Committee—Mr. Waddington, Q.C., Mr. J. Walton, Q.C., Mr. Method, Mr. Bankes, and Lord Robert Cecil; Committee on the Business and Procedure of the Courts—Mr. Crackenthorpe, Q.C., Mr. Cramp, Q.C., Mr. Pitt-Lewis, Q.C., Mr. Swinfen Lacy, Q.C., and Messrs. English Harrison, C. A. Russell, and Lindley; Committee on Court Buildings—Mr. Waddington, Q.C., Mr. McCall, Q.C., Mr. Oswald, Q.C., M.P., and Messrs. Knox, Deane, Bridgewater, and Frazer; Committee on Matters Relating to Professional Conduct—Mr. Murphy, Q.C., Mr. Boanquet, Q.C., Mr. Byrne, Q.C., and Messrs. Lee, Gill, Bonsey, and Norton. The chairman, Mr. Cozens-Hardy, Q.C., M.P., and the vice-chairman, Mr. Channell, Q.C., are *ex officio* members of the above committees.

**SALE OF REVERSIONS, LIFE POLICIES, &c.**—At Messrs. H. E. Foster & Cranfield's Periodical Sale No. 567, at the Mart, Tokenhouse-yard, E.C., on Thursday last, some high prices were obtained. The following are some of the prices realized:—Life interest of a lady aged 62 in £239 per annum, sold for £1,640; annuity of £100 payable to a lady aged 45, sold for £1,050; the reversion to a moiety of £8,000, receivable on decease of two lives aged 62 and 21, sold for £1,350; policy of assurance for £3,200 in London Assurance Corporation, sold for £1,370. The total of the sale amounted to £8,530.

At the Mart on the 26th ult. Messrs. May & Bowden sold the Portland leases of 14 and 16, Great Portland-street, and 1, 2, and 3, Great Castle-street, for £3,660; and that of 146, Oxford-street, for £4,410.

## COURT PAPERS.

### SUPREME COURT OF JUDICATURE.

| ROTA OF REGISTRARS IN ATTENDANCE ON |              |             |             |               |
|-------------------------------------|--------------|-------------|-------------|---------------|
| Date.                               | APPEAL COURT | Mr. Justice | Mr. Justice | Mr. Justice   |
|                                     | NO. 2.       | CHITTY.     | NORTH.      | PEMBERTON     |
| Monday, March                       | 9            | Mr. Lutie   | Mr. Bell    | Mr. Pemberton |
| Tuesday                             | 10           | Carrington  | Pugh        | Ward          |
| Wednesday                           | 11           | Lutie       | Beal        | Pemberton     |
| Thursday                            | 12           | Carrington  | Pugh        | Ward          |
| Friday                              | 13           | Lutie       | Beal        | Pemberton     |
| Saturday                            | 14           | Carrington  | Pugh        | Ward          |
|                                     |              | Mr. Justice | Mr. Justice | Mr. Justice   |
|                                     |              | STIRLING.   | KEKIEWICH.  | ROMER.        |
| Monday, March                       | 9            | Mr. Clowes  | Mr. Leach   | Mr. Farmer    |
| Tuesday                             | 10           | Jackson     | Godfrey     | Rolt          |
| Wednesday                           | 11           | Clowes      | Leach       | Farmer        |
| Thursday                            | 12           | Jackson     | Godfrey     | Rolt          |
| Friday                              | 13           | Clowes      | Leach       | Farmer        |
| Saturday                            | 14           | Jackson     | Godfrey     | Rolt          |

**WARNING TO INTENDING HOUSE PURCHASERS AND LESSHES.**—Before purchasing or renting a house, have the Sanitary Arrangements thoroughly Examined by an Expert from The Sanitary Engineering Co. (Carter Bros.), 65, Victoria-street, Westminster. Fee for a London house, 2 guineas; country by arrangement. (Established 1875).—[ADVT.]

## WINDING UP NOTICES.

*London Gazette*—FRIDAY, Feb. 28.

### JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

**ELECTRIC NOVELTY SYNDICATE, LIMITED.**—Creditors are required, on or before April 20, to send in their names and addresses, and particulars of their debts or claims, to George F. Haskins, 18, Walbrook.

**GARNET & JONES, LIMITED.**—Creditors are required, on or before March 31, to send in their names and addresses, and particulars of their debts or claims, to William Hart, 5, Iron-gate, Derby. Crawley, 5, Chancery lane, solar.

**GLoucester SPREAD EAGLE HOTEL CO., LIMITED.**—Creditors are required, on or before April 18, to send their names and addresses, and particulars of their debts or claims, to Mr. William Dansey, 84, Barton st., Gloucester. Langley-Smith, Gloucester, solar for liquidator.

**HENLEY COTTAGE IMPROVEMENT ASSOCIATION, LIMITED.**—Creditors are required, on or before March 25, to send their names and addresses, and particulars of their debts and claims, to J. F. Cooper, Henley-on-Thames.

**RAILWAY AUTOMATIC ELECTRIC LIGHT SYNDICATE, LIMITED.**—Creditors are required, on or before April 10, to send in their names and addresses, and particulars of their debts or claims, to Mr. John Meny Tourtel, 22, Long lane, Aldergate st., Kite, 11, Queen Victoria st.

*London Gazette*—TUESDAY, March 3.

### JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

**ROBERTS & ROBERTS, LIMITED.**—Pain for winding up, presented Feb 11, directed to be heard on March 9. Crowders & Vizard, 55, Lincoln's inn fields, solar for petitioners. Notice of appearing must reach the abovenamed not later than 6 o'clock in the afternoon of March 7.

### FRIENDLY SOCIETIES DISSOLVED.

BRADFORD TRADESMEN'S HOME, Bradford, Yorks. Feb 26

**HAND-IN-HAND SOCIETY.**—Square and Compass Inn, nr Abermarlais Gate, Llanbadarn, Llanwedd, Carmarthenshire. Feb 19.

**HETTON-LE-HOLE AND HETTON DOWNS BUTCHERS' SOCIETY, LIMITED.**—South Market st., Hetton-le-Hole, Durham. Feb 26.

**OLIVE BRANCH JUVENILE FRIENDLY SOCIETY.**—Greenwich and Kent United District, Mission Hall, Vian st., Lewisham, S.E. Feb 26.

**ROWLANDS CASTLE FRIENDLY SOCIETY.**—Fountain Inn, Rowlands Castle, Havant, Hants. Feb 26.

**SHAKESPEARE PIONEERS' FRIENDLY SOCIETY.**—Mr. Thompson's Mission, Hemingford st., Birkenhead, Chester. Feb 26.

**WOLVERHAMPTON AND DISTRICT GARDENERS' MUTUAL IMPROVEMENT SOCIETY.**—Midland Cafe, Queen sq., Wolverhampton, Staffs. Feb 26.

## CREDITORS' NOTICES.

### UNDER ESTATES IN CHANCERY.

LAST DAY OF CLAIM.

*London Gazette*—FRIDAY, Feb. 14.

**CHAMPAGNE, ARTHUR HENRY, Harley st.**—March 16 Phillips v Champagne, Chitty, J. Dalzell, Arundel st., Strand.

**FISH, EDWARD DUMOCOMBE, Liverpool, Stock Broker.**—March 16 Dowie v Ridgaleigh, Registrar, Liverpool. Wright, Liverpool.

*London Gazette*—TUESDAY, Feb. 18.

**DORTSCH, HENRY MAURICE, New Burlington st, Gent.**—March 31 Doetsch v Ludwig, Kekewich, J. Norton, Old Broad st.

**THOMSON, JOHN BETHUNE, Liverpool, Cotton Broker.**—March 31 Thomson v Thomson, Registrar, Liverpool. Frodsham, Liverpool.

*London Gazette*—FRIDAY, Feb. 21.

**PEERLESS, JAMES, Eastbourne, Builder.**—March 24 Peerless v Smith, Chitty, J. Guedalla & Cross, Essex st., Strand.

*London Gazette*—TUESDAY, Feb. 25.

**BURFORD-HANCOCK, SIR HENRY JAMES BURFORD, K.C.M.G., Coleherne rd, Earl's Court.**—April 20 Thorne v Burford-Hancock, Kekewich, J. Spottiswoode, Craven st., Strand.

### UNDER 22 & 23 VICT. CAP. 35.

LAST DAY OF CLAIM.

*London Gazette*—TUESDAY, Feb. 18.

**ANNDELL, JAMES, Upton Park, Essex, Esq.**—Mar 31 Venning & Co, Gresham house

**APPLEYARD, OLIVER, Calverley, York, Sise Merchant.**—Mar 30 Harland & Ingham, Leeds.

**BAILEY, GEORGE, Eastville, Bristol, Boiler Maker.**—Mar 25 Sloan, Bristol.

**BAILLIE, JANE, Dartmouth.**—April 11 Granville Smith & Co, Leadenhall st.

**BATLEY, ANNA MARY, Manchester.**—Mar 14 Walker Dean & Co, Manchester.

**BRIELEY, HARRIET, Laurie Park, Sydenham.**—April 1 King, Wigg, & Co, Queen Victoria st.

**CATT, STEPHEN, Rye, Sussex.**—Mar 24 Atkinson & Atkinson, Hastings.

**DYSON, JOHN, Manchester, Gent.**—Mar 23 Brett & Co, Manchester.

**GRIMSTON, ALFRED, Sowerby, nr Thirk.**—Mar 7 Meek, Middlesbrough.

**HALL, JANE ELIZABETH, Boldon, Durham.**—Mar 14 Wilford & Son, Sunderland.

**HARTILL, REUBEN, Tipton, Staffs, Gent.**—Mar 15 Warmington & Thompson, Dudley.

**HEMINGWAY, WILLIAM, Halifax, Pianoforte Dealer.**—Mar 14 Land & Foster, Halifax.

**HENZCHEL, OSCAR LEOPOLD, Eisenach, Germany, Doctor.**—Mar 16 Rohden & Higgs, Mincing lane.

**HILLS, EDWARD HENRY, Hildenborough, Kent.**—Mar 1 King & Co, Queen Victoria st.

**HILLS, FRANK ERNEST, Penshurst, Kent, Esq.**—Mar 1 King & Co, Queen Victoria st.

**HITE, JOHN, Bedford.**—Mar 31 Venning & Co, Gresham House.

**HONEY, EDWARD SAMUEL, Ashford, Kent.**—Feb 29 Kingsford & Drake, Ashford.

**LEWIS, ISHMAEL JAMES, Liverpool, Painter.**—Mar 27 Parkinson & Hoss, Liverpool.

**LUMLEY, WALTER, Exmouth st, Clerkenwell, Confectioner.**—Mar 31 Bolton & Co, Temple girds.

**MARTERS, MARY, New Bilton, Warwick.**—Mar 30 Seabroke, Rugby.

**MENET, REV JOHN, Bishop's Stortford.**—April 30 Robinson & Co, King's Arms yd.

**NEALE, JOHN, Nottingham, Whipmaker.**—Mar 31 Berryman, Nottingham.

**NURSE, ANN, Twerton on Avon, nr Bath.**—Mar 25 F. H. & B. A. Moger, Bath.

**PARETT, ELIZABETH, Primrose Hill.**—Mar 25 Howard & Shelton, Moorgate.

**PHILLIPS, ANDREW GIBSON, Shifnal, Salop, Gent.**—Mar 7 Phillips, Shifnal.

**PRESTON, JOSEPH, Batley, nr York, Shoddy Manufacturer.**—Mar 16 Scholefield & Co, Batley.

**PRINCE, MARGARET ANN, Clerkenwell.**—Mar 7 Arnold & Greenwood, Kendal.

**REDMAYNE, MARTHA, Southport.**—Mar 14 Widdowson, Manchester.

**ROBERTS, GEORGE ELLWOOD, Aldersgate st, Licensed Victualler.**—Mar 14 Bolton & Co, Temple girds, E.C.

**SAVORY, ANN BASTWICK, Eastbourne.**—Mar 25 Shephears, Finsbury circus, E.C.

**SIDDON, JOSEPH, Broxton, Chester, Farmer.**—Mar 9 Bridgeman & Weaver, Chester.

**SILCOCK, CHARLES, Chesterfield, Derby, Tallow Chandler.**—April 6 Stanton & Walker, Chesterfield.

**SIMMONS, CHARLES, Gt Baddow, Essex, Farmer.**—Mar 14 Maskell, Finsbury pavement.

**SMITH, FRANCIS, Bramley, nr Leeds.**—Mar 7 Rhodes, Sherburn in Elmet.

**SMYTH, WILLIAM, Woodbridge, Gent.**—Mar 27 Welton, Woodbridge, Suffolk.

**STOTT, MARY, Hollingworth, Chester.**—Mar 30 George & Co, Manchester.

**SYLVESTER, REV EDWARD THOMAS, Wansford, Northampton.**—Mar 31 Sherard & Coombs, Oundle.

**TOMKIES, ELIZABETH SPENCER, Cheetham Hill, Manchester.**—Mar 31 Brown & Co, Stockport.

**WRAY, HANNAH, Hallsville rd, Canning Town, Licensed Victualler.**—Mar 31 Genge & Jackson, Broadway, Stratford.

**WRIGHT, CHARLES, Sessions House, Clerkenwell, Gent.**—Mar 31 Allen & Son, Carlisle st, Soho sq.

*London Gazette*—FRIDAY, Feb. 21.

**ALLISON, JOHN, Southbank, York.**—Mar 31 Heelop, Barnard Castle.

**ATKINSON, THOMAS, Lincoln, Farmer.**—April 1 Millington & Simpson, Boston.

|   |  |
|---|--|
| BARKER, WILLIAM, Croydon, Licensed Victualler April 25 Lincoln, Mark in                               | WARD, SARAH, Liscard, Cheshire March 31 Horrocks & Christian Jones, Liverpool                                    |
| BOLLEN, ALBERT, Yeovil, Somerset, Solicitor Mar 25 Newman & Co, Yeovil                                | WANER, RICHARD, Champion pk, Lower Sydenham, Kent March 25 Crossfield & Co, Hackney rd                           |
| BROWN, ROBERT, Norwood, Surrey Mar 31 Daniel Stock, Queen Victoria st                                 | WHITTAKER, ELIZABETH, Royton, Lancs March 31 Blackburn & Smyth, Oldham   |
| BURNE, ANASTASIA, Newport, Salop April 15 Burne & Wykes, Lincoln's Inn Fields                         | <i>London Gazette</i> .—TUESDAY, Feb. 25.  |
| CALCRAFT, Sir H G, K C B, Mount st, Grosvenor sq April 7 Meynell & Pemberton, Whitehall pl            | BENNETT, ANTHONY, Southport, Brush Manufacturer March 28 Lee & Co, Manchester                                    |
| CARHICK, ELIZABETH, Burton, Westmrid March 2 Mounsey & Co, Carlisle                                   | BEVAN, JAMES, Wolverhampton, Toolsmith Feb 29 Green & Son, Wolverhampton   |
| CHAPMAN, PERCEVAL WARD, Gloucester st, Pimlico, Gent March 23 Marshall & Haslip Martin's Lane         | BROWN, ELLEN, Barton upon Humber April 7 H E & R Mason, Barton upon Humber                                       |
| CROWSON, ISAAC, Needingworth, Hunts, Gent March 25 Cranfield & Wheeler, St Ives, Hunts                | BROWN, ELIZABETH, Burton upon Humber April 7 H E & R Mason, Barton upon Humber                                   |
| DAN, WILLIAM, Exeter, Gent March 21 Hutchings, Exeter   | CHAPLLE, MYRA, Birmingham April 9 Ryland & Co, Birmingham  |
| D'ANCONA, JACQUES, Paris, Doctor April 1 Hill & Co, Old Broad st                                      | CHILD, HANNAH, Darlington March 31 Hett, Darlington  |
| DAVIS, CHARLES HENRY, College st, Islington March 25 Crossfield & Co, Hackney rd                      | COCKER, MATTHEW, Lincoln, China Merchant March 20 Toynbee & Co, Lincoln  |
| DICKASON, WILLIAM, Banbury, Gent March 21 Fairfax, Banbury  | CORBETT, JOHN, Mold, Flint, Wine Merchant March 25 Kelly & Keene, Mold   |
| ELLIS, the Rev SAMUEL ADCOCK, Long Ickington, Warwick March 21 Ellis, Birmingham                      | DISMOR, JAMES STEWART, Gravesend, Kent, Gent May 20 Warrington Rogers, Victoria st, Westminster                  |
| FORSTH, GEORGE, West st, Hackney, Licensed Victualler March 21 Barfield & Barfield, Finsbury pavement | EDEN, JOHN MONTAGU RODFORD, Norfolk March 7 Johnston, Cromer   |
| FOWLER, SAMUEL, Minchinhampton, Glos, Farmer March 23 Croome & Co, Stroud                             | FISH, ELIZA, Histon, Cambs March 25 Foster, Cambridge  |
| GREENSLADE, JOHN, Babacombe, Devon March 25 Keppel, Torquay   | GOOSMAN, WILLIAM, Barrow, Lancs April 7 H E & R Mason, Barton upon Humber  |
| HALL, GEORGE THAXTER, Laver Wick, Worcester, Gent March 25 Dobbs & Hill, Worcester                    | GREENWAY, HENRY, Tonbridge, Kent April 6 Whiffield & Harrison, Surrey st, Strand                                 |
| HILLS, EDWARD HENRY, Leigh, Kent April 1 King & Co, Queen Victoria st                                 | GREY, JOHN, The Hon and Rev, Durham Mar 22 Forster & Co, Newcastle upon Tyne                                     |
| HIRD, THOMAS WILLIAM LINTON, Hollins, nr Westmrid, Chemist Feb 29 Cartmel, Kendal                     | HAMMOND, FREDERICK, Cambridge, Banker April 1 Overbury & Steward, Norwich  |
| HOLE, WILLIAM, Winham, Devon, Farmer April 1 Bishop & Angel, Exeter                                   | HARROD, ARTHUR EDWARD FRANCIS, Friday st, Commission Agent April 11 Billinghurst & Co, Bucklersbury              |
| HURST, ELIZABETH, Oxford May 1 Hussey, King st, E.C.  | HONEY, JOHN, Erpingham rd, Putney April 2 Stephens & Son, Orchard st   |
| KELLEHER, JAMES, Dublin, Esq March 24 Behan & Geoghegan, Old Serjeant's inn, Wilts                    | HORNE, WILLIAM, Barnsley, York, Innkeeper Mar 23 Horsfield, Barnsley   |
| KENNE, the Rev WILLIAM, Gayton Vicarage, Stafford March 21 Kinneir & Co, Swindon, Wilts               | JILLARD, JOHN DART, Plympton St Maurice, Devon, Builder Mar 25 Bond & Co, Plymouth                               |
| KINGDON, ANN, Cruxwys, Morechard, Devon March 25 Dunn & Baker, Exeter                                 | KEMP, ANN, Wakefield April 1 Williams & Plews, Wakefield   |
| LLOYD, HENRY, Chester March 21 Oakshott & Baxter, Liverpool   | LINGARD, THOMAS, Padtham, Lancs, Cotton Manufacturer March 24 Haworth, Great Harwood                             |
| LONG, JAMES, Sevenoaks, Kent, Gent April 13 Warburton & De Paula, Finsbury circus                     | LUNTY, JOHN THOMAS, Smallthorne, Stafford, Licensed Victualler March 31 Tomkinson & Co, Burslem                  |
| LOWE, HARRIET, Manchester April 2 Farrar & Co, Manchester   | LYONS, EMANUEL, Kingston, Jamacia, Merchant May 13 Tamplin & Co, Fenchurch st                                    |
| MERTNER, JACOB, Gt Tichfield st March 16 Purrier & Son, Circus pl, Finsbury circus                    | McMORRAN, ALEXANDER, Carlton rd, Putney March 31 Finnis & Wybie, Surrey st Strand                                |
| MACKENZIE, WILLIAM HENDERSON, Colchester, Essex, Esq March 31 Bompas & Co, Gt Winchester st, EC       | MULLINEAUX, WILFRED EDWARD, Blackburn April 30 Marsden & Marsden, Blackburn                                      |
| MILLER, THOMAS, Curtain rd, Shoreditch, Cabinet Manufacturer Mar 25 Crossfield & Co, Hackney rd       | NUTTALL, SQUIRE, Tottington, nr Bury, Lancs, Gent March 29 Mather, Bolton  |
| PARTHAGE, JOSEPH, Newton Abbot, Devon, Coachbuilder Mar 25 Baker & Co, Newton Abbot                   | PALMER, THOMAS EDWARD, Withington, nr Manchester March 28 Dixon & Linnell, Manchester                            |
| POCKLINGTON, The Rev JOSEPH NELSEY, Wardleworth, nr Rochdale Mar 21 Preston & Son, Manchester         | PARINI, JOHN COSTANTE, Liverpool, Restaurant Keeper April 6 Shakespeare Smith, Liverpool                         |
| POPE, The Rev WILLIAM LANGLEY, Highweek, Devon April 30 Baker & Co, Newton Abbot                      | PEEL, OCTAVIA, Porchester pl, Oxford sq March 21 Lander, Serjeant's inn, Fleet st                                |
| PROSSER, LOUISA, Newport, nr Ostende April 6 Shepheads, Finsbury circs                                | PERKINS, GEORGE FREDERICK, Hanover tree, Regent's Pk, Esq March 31 Beyfus & Beyfus, Lincoln's Inn fields, WC     |
| QUEBADA, MANUEL, Santiago, Chili, Civil Engineer Mar 17 Parker & Co, The Rectory, Corthill            | SHARP, WILLIAM THOMAS, Lancaster, Solicitor March 10 Sharp & Son, Lancaster                                      |
| RADNO, JOHN, Norton, Radnor, Farmer March 20 Temple & Philipin, Kingston                              | SHELTON, GEORGE AUGUSTUS FREDERICK, Bolton st, Piccadilly, Surgeon-General Mar 22 Hopgood & Downson, Whitechapel |
| ROBERTS, MARY ANN, Swinbrook rd, Westbourne pk March 25 Routh & Co, Southampton st, Bloomsbury        | STUCKEY, WILSON AYLESBURY, Brighton, Solicitor Mar 31 Stuckey & Co, Brighton                                     |
| ROBINSON, WILLIAM, Rugby, Warwick March 31 Williams, Rugby  | THORP, MARIA, Bedford Mar 25 Tanqueray, Woburn   |
| SHEPARD, EDWARD HENRY, Exeter, Grocer March 25 Jerman & Thomas, Exeter                                | TICKELL, SARAH GUNDY, Clifton, Bristol Mar 31 Alford, Clifton  |
| SHERGOLD, MARIA, Huntingdon March 31 Bailey, Newport, I.W.  | TUNKS, WILLIAM, Holles st, Cavendish sq, Bank Manager Mar 31 Laundry & Co, Strand                                |
| STERE, JONAS, Newton Abbot, Devon April 1 Baker & Co, Newton Abbot                                    | TURNER, MERCY, Halifax Mar 27 Humphreys & Hirst, Halifax   |
| STEWART, WILLIAM MACDONALD FRANCIS, Littlehampton, Sussex Mar 20 Holmes & Co, Littlehampton           | WARD, JAMES, Leeds, Shoeing Smith Mar 26 Markland & Co, Leeds  |
| VAUGHAN, ISAAC, Dawley, Shropshire, Publican March 25 Carrane, Wellington                             |  |

## BANKRUPTCY NOTICES.

London Gazette.—FRIDAY, Feb. 28.

## RECEIVING ORDERS.

|   |   |  |
|---|---|--|
| ALEXANDER, N CHRISTIE & Co, Lime st, Shippers High Court Pet Feb 18 Ord Feb 22              | HOLBOYD, BURKS, Morley, Yorks, Horse Dealer Dewsbury Pet Feb 26 Ord Feb 26                      | VINES, CHARLES ALFRED, Leicester, Painter Leicester Pet Feb 26 Ord Feb 26  |
| BOWERS, THOMAS, Turkey, Wholesale Stationer Exeter Pet Feb 26 Ord Feb 26                    | HOPKINS, WILLIAM, Aberfan, Glam, Grocer Merthyr Tydfil Pet Feb 24 Ord Feb 24                    | WESTWOOD, BENJAMIN WILLIAM, and FREDERICK WESTWOOD, Birmingham, Jewellers Birmingham Pet Feb 26  |
| BOWLEY, JAMES LYON, Tolpuddle, Dorset, M.A. Dorchester Pet Feb 26 Ord Feb 26                | HULSON, DANIEL, Tunstall, Staffs, Miner Hanley Pet Feb 20 Ord Feb 20                            | WHARTON, WILLIAM, Thorparch, Yorks, Veterinary Surgeon York Pet Feb 25 Ord Feb 25  |
| BRADFORD, FREDERICK, Burton on Trent, Railway Clerk Burton on Trent Pet Feb 26 Ord Feb 26   | JOHNSON, JOSEPH, North Ormesby, Yorks, Blacksmith Stockton on Tees Pet Feb 21 Ord Feb 21        | WILKES, CALES, Tewkesbury, Ironmonger Cheltenham Pet Feb 25 Ord Feb 25   |
| BROWN, JOHN, Banbridge, Dairymen Canterbury Pet Feb 26 Ord Feb 26                           | LANE, CHARLES SHERIFFE, West Hartlepool, Timber Merchant Sunderland Pet Feb 24 Ord Feb 24       | Amended notice substituted for that published in the London Gazette of Feb. 18:  |
| CASLLE, THOMAS, Folkestone, Butcher Canterbury Pet Feb 24 Ord Feb 24                        | LEWIS, WILLIAM, Maindein, Newport, Mon, Grocer Newport Pet Feb 25 Ord Feb 25                    | PLOTZER, DAVID, Leeds, Butcher Manchester Pet Feb 15 Ord Feb 15  |
| COOPER, SIMEON FRANCIS, Buckingham, Draper Banbury Pet Feb 26 Ord Feb 26                    | MARSHFIELD, THOMAS KELLY, Melrose grdns, Shepherd's Bush, Gt High Court Pet Feb 4 Ord Feb 26    | Amended notice substituted for that published in the London Gazette of Feb. 25:  |
| CROOKS, HENRY, Sheffield, Joiner Sheffield Pet Feb 26 Ord Feb 26                            | MCLAREN, ROBERT LAWRENCE, Harrishead, Staffs, Plumber Hanley Pet Feb 26 Ord Feb 26              | ALDRIDGE, THOMAS, Kidderminster, Innkeeper Worcester Pet Feb 12 Ord Feb 22   |
| DOWLER, LAURA, Stourbridge Stourbridge Pet Feb 19 Ord Feb 19                                | MILLINGTON, JOSEPH, Wolverhampton, Clerk Gloucester Pet Feb 20 Ord Feb 20                       | RECEIVING ORDER RESCINDED AND ADJUDICATION ANNULLED.   |
| EATON, CHARLES, Grappenhall, Cheshire, Licensed Victualler Warrington Pet Feb 26 Ord Feb 26 | MORROW, JAMES, and WILLIAM DARK, Castleford, Yorks, Watchmakers Wakefield Pet Feb 24 Ord Feb 24 | Lewis, EDWIN ALFRED, Calthorpe st, Gray's inn rd, Doctor of Medicine High Court Bee Ord Aug 26, 1891 Adjud Sept 8, 1891 Resciss & Annul Feb 26, 1892 |
| EDWARDS, FREDY, Craven Arms, Salop, Malt Dealer Leominster Pet Feb 26 Ord Feb 26            | NASH, WILLIAM, Hemel Hempstead, Herts, Farmer St Albans Pet Feb 22 Ord Feb 22                   | FIRST MEETINGS.  |
| FISHER, GEORGE HUBERT, Heigham, Norwich, General Dealer Norwich Pet Feb 26 Ord Feb 26       | PAPE, WILLIAM HENRY, Peterborough, Builder Peterborough Pet Feb 25 Ord Feb 25                   | AYRES, JOSEPH, Nantymoel, Glam, Grocer March 9 at 12 Off Rec. 29, Queen st, Cardiff  |
| GODDARD, SAMUEL, Grove rd, Brentford, Auctioneer Brentford Pet Feb 25 Ord Feb 25            | PEACOCK, MAXIMILLIAN, Bottesford, Lincs Gt Grimsby Pet Feb 24 Ord Feb 24                        | BARTLE, GEORGE WILLIAM, Workop, Notts, Rope Manufacturer March 6 at 2.30 Off Rec. Figgtree lane, Sheffield   |
| GRAFFUNDER, WILLIAM, Cardiff, Licensed Victualler Cardiff Pet Feb 24 Ord Feb 24             | RICHARDSON, THOMAS ALFRED, Belgrave, Leicester, Carpenter Leiston Pet Feb 24 Ord Feb 24         | BERNARD, LOUIS, East Molesey, Surrey March 6 at 11.30 24, Railway app, London Bridge   |
| GROSE, WILLIAM, Leeds, Fruit Merchant Leeds Pet Feb 24 Ord Feb 24                           | ROBY, JOHN ROBERT, Grassmoor, Derbyshire, Grocer Chesterfield Pet Feb 24 Ord Feb 24             | BIRCHLEY, WILLIAM EDWARD, and EDWARD ALLINGHAM, Willesden lane, Kilburn, Grocers March 6 at 12 Bankruptcy bldgs, Carey st                            |
| HAINES, GEORGE JAMES, Faringdon, Berks, Solicitor Swindon Pet Jan 20 Ord Feb 24             | SCOTT, EDWARD, Durham, Farm Manager Durham Pet Feb 21 Ord Feb 21                                | BRAMWELL, JOSEPH, Chapel on le Frith, Derby, Grocer March 6 at 11.30 Off Rec. County chmrs, Market pl., Stockport                                    |
| HALL, THOMAS, East Donywic, Commission Agent High Court Pet Feb 20 Ord Feb 24               | SELDEN, JOSEPH, Leeds, China Dealer Leeds Pet Feb 24 Ord Feb 24                                 | BUTLER, EDWIN WATSON, Dickenson rd, Crouch Hill, Agent March 6 at 11 Bankruptcy bldgs, Carey st  |
| HANNAN, F, Portishead, Somerset, Oil Dealer Bristol Pet Feb 19 Ord Feb 24                   | SIDDALL, JAMES ERNEST, Goostrey, nr Crewe, Farmer Crewe Pet Feb 26 Ord Feb 26                   |  |
| HILL, FRANCIS, High Wycombe, Bucks, Chair Manufacturer Aylesbury Pet Feb 26 Ord Feb 26      | SMITH, ALBERT EDWARD, North Elmham, Norfolk, Market Gardener Pet Feb 25 Ord Feb 25              |  |
|   | SUNDAY, THOMAS, Bannister, Cheshire, Builder Stockport Pet Feb 26 Ord Feb 26                    |  |
|   | TAYLOR, FRANCIS, Bedford, Grocer Bedford Pet Feb 25 Ord Feb 25                                  |  |
|   | TAYLOR, GEORGE, Huddersfield, Butcher Huddersfield Pet Feb 21 Ord Feb 21                        |  |

CUTTING, CHARLES, St Albans, Herts March 6 at 2.30  
Bankruptcy bldgs, Carey st  
DEPREESE, AMOS, Bolton on Dearne, Yorks, Bricklayer  
March 6 at 2 Off Rec, Figgate lane, Sheffield  
EVANS, DANIEL JOHN, Merthyr Tydfil, Hoster March 6 at  
3 65, High st, Merthyr Tydfil  
HADLEY, WILLIAM HOPTON, Warwick, Stationer March  
6 at 12.30 Off Rec, 17, Herbert st, Coventry  
LAYCOCK, JAMES, Hunslet, Leeds, Glass Manufacturer  
March 6 at 11.30 Off Rec, 22, Park row, Leeds  
MORRIS, WILLIAM, Ruisdon, Denbigh, Labourer March 10  
at 11.30 Priory, Wrexham  
NEWMAN, ARTHUR ALEXANDER, Gifford Mar 9 at 12.30  
24, Railway app, London Bridge  
PARRY, JOHN HUGHES, the Rev, Budbaxton, Pembrokes  
Mar 7 at 12.30 Off Rec, 4, Queen st, Carmarthen  
PLOTZKE, DAVID, Leeds, Butcher Mar 6 at 3 Ogden's  
chmbs, Bridge st, Manchester  
PLOTZKE, MORDECAI, Shoreditch, Mantle Maker Mar 9 at  
12 Bankruptcy bldgs, Carey st  
ROBY, JOHN ROBERT, Grassmoor, Derby, Grocer Mar 7 at  
12.30 Angel Hotel, Chesterfield  
ROOKE, HENRICK WILLIAM, Terrett's pl, Upper st, Ialing-  
ton, Builder Mar 9 at 11 Bankruptcy bldgs, Carey st  
SHORTHOUSE, NEVILLE, Sackville st, Piccadilly, Surgeon  
Mar 6 at 12 Bankruptcy bldgs, Carey st  
STEVENS, EDWIN MITCHELL, George st, Euston rd, Prov-  
ision Dealer Mar 6 at 11 Bankruptcy bldgs, Carey st  
TAYLOR, GEORGE, Huddersfield, Butcher Mar 6 at 11 Off  
Rec, 19, John William st, Huddersfield  
WARDMAN, JAMES, Leeds, Root Manufacturer Mar 6 at 11  
Off Rec, 22, Park row, Leeds  
WHARTON, WILLIAM, Thorparch, Yorks, Veterinary Sur-  
geon March 11 at 12.30 Off Rec, 28, Stonegate st,  
York

Amended notice substituted for that published in the  
London Gazette of Feb. 25:

BARRETT, HUGH H., Northampton, Draper Mar 3 at 12.30  
County court bldgs, Northampton

#### ADJUDICATIONS.

ARDEN, AUGUSTA MAUD, Gt Yarmouth, Fancy Dealer  
Gt Yarmouth Pet Jan 24 Ord Feb 26  
BOWLAN, CHARLES OSCAR, Cardiff, Ship Painter Cardiff  
Pet Feb 18 Ord Feb 19  
BOWDEN, THOMAS, Darlington, Wholesale Stationer Exe-  
cutor Pet Feb 26 Ord Feb 26  
BOWLEY, JAMES LTON, Tolpuddle, Dorset, MA Dor-  
chester Pet Feb 26 Ord Feb 26  
BRADFORD, FREDERICK, Burton on Trent, Railway Clerk  
Burton on Trent Pet Feb 26 Ord Feb 26  
BROWN, JOHN, Ramsgate, Dairymen Canterbury Pet Feb  
26 Ord Feb 26  
CASTLE, THOMAS, Folkestone, Butcher Canterbury Pet  
Feb 17 Ord Feb 24  
COOPER, JOSEPH, Shrewsbury, Salop, Beerhouse Keeper  
Shrewsbury Pet Feb 20 Ord Feb 26  
COX, CHARLES FREDERICK, Gt James st, Marylebone,  
Grocer High Court Pet Feb 19 Ord Feb 25  
CROOKS, HENRY, Sheffield, Joiner Sheffield Pet Feb 26  
Ord Feb 26  
DOWLER, LAURA, Stourbridge Stourbridge Pet Feb 19  
Ord Feb 19  
EATON, CHARLES, Grappenhall, Cheshire, Licensed Victu-  
aller Warrington Pet Feb 26 Ord Feb 26  
EDWARDS, PRICE, Craven Arms, Salop, Malt Dealer Leo-  
minster Pet Feb 20 Ord Feb 26  
FISHER, GEORGE HUBERT, Norwich, General Dealer Nor-  
wich Pet Feb 26 Ord Feb 26  
FLINT, GEORGE GILHAM, Boxmoor, Herts, Auctioneer High  
Court Pet Feb 6 Ord Feb 6  
GROSS, WILLIAM, Leeds, Fruiterer Leeds Pet Feb  
24 Ord Feb 24  
HAL, THOMAS, EAST Dulwich, Commission Agent High  
Court Pet Feb 26 Ord Feb 26  
HEATHCOCK, WILLIAM, the younger, Cheshire, Late Butcher  
Birkenhead Pet Feb 4 Ord Feb 24  
HOLDEN, JOHN, Benthall, Yorks, Farmer Kendal Pet  
Jan 10 Ord Feb 26  
HOLROYD, GEORGE ROBERT, Burka, Morley, Yorks, Horse  
Dealer Dewsbury Pet Feb 26 Ord Feb 26  
HOPKINS, WILLIAM, Aberfan, Glam, Grocer Merthyr Tydfil  
Pet Feb 24 Ord Feb 24  
HULSON, DANIEL, Tunstall, Staffs, Miner Hanley Pet Feb  
20 Ord Feb 20  
JACKSON, ANNE ELIZA, Westbourne sq, Spinster High Court  
Pet Feb 1 Ord Feb 25  
JOHNSON, JOSEPH, North Ormesby, Yorks, Blacksmith  
Stockton on Tees Pet Feb 21 Ord Feb 21  
LAW, CHARLES SHERIFFE, West Hartlepool, Timber Mer-  
chant Sunderland Pet Feb 20 Ord Feb 24  
LEWIS, WILLIAM, Minadie, Newport, Mon, Grocer New-  
port, Mon Pet Feb 25 Ord Feb 25  
MASON, WILLIAM FREDERICK, Leicester, Counterman  
Leicester Pet Feb 15 Ord Feb 25  
MCCLAREN, ROBERT LAURIE, Tunstall, Staffs, Plumber  
Hanley Pet Feb 26 Ord Feb 26  
MILLINGTON, JOSEPH, Wolverhampton, Clerk Gloucester  
Pet Feb 26 Ord Feb 26  
MORROW, JAMES, and WILLIAM DARK, Castleford, Yorks,  
Watchmakers Wakefield Pet Feb 24 Ord Feb 24  
NASH, WILLIAM, Hemel Hempstead, Herts, Farmer St  
Albans Pet Feb 25 Ord Feb 22  
PAP, WILLIAM HENRY, Peterborough, Builder Peter-  
borough Pet Feb 25 Ord Feb 25  
PRAECK, MAXIMILLIAN, Bottesford, Lincs Gt Grimsby  
Pet Feb 24 Ord Feb 24  
RICHARDSON, THOMAS ALFRED, Leicester, Carpenter  
Leicester Pet Feb 24 Ord Feb 24  
ROBY, JOHN ROBERT, Grassmoor, Derbyshire, Grocer  
Chesterfield Pet Feb 24 Ord Feb 24  
ROOK, HENRICK WILLIAM, Terrett's pl, Islington, Builder  
High Court Pet Jan 21 Ord Feb 24  
SCOTT, EDWARD, Durham, Farm Manager Durham Pet  
Feb 24 Ord Feb 24  
SEIDMAN, JOSEPH, Leeds, China Dealer Leeds Pet Feb 24  
Ord Feb 24

SIDDALL, JAMES ERNEST, Goostrey, Crewe, Farmer Nant-  
wich Pet Feb 26 Ord Feb 26  
SMITH, ALBERT EDWARD, North Elmham, Norfolk, Market  
Gardener Norwich Pet Feb 25 Ord Feb 25  
SUDDAN, THOMAS, Bramhall, Cheshire Stockport Pet  
Feb 26 Ord Feb 26  
TAYLOR, GEORGE, Huddersfield, Butcher Huddersfield  
Pet Feb 21 Ord Feb 21  
TAYLOR, FRANCIS, Bedford, Grocer Bedford Pet Feb 24  
Ord Feb 25  
VINES, CHARLES ALFRED, Leicester, Painter Leicester  
Pet Feb 26 Ord Feb 26  
WHARTON, WILLIAM, Thorparch, Yorks, Veterinary Sur-  
geon York Pet Feb 24 Ord Feb 25  
WILKES, CALM, Brackenhurst, Ironmonger Cheltenham  
Pet Feb 25 Ord Feb 25

*London Gazette.—TUESDAY, March 3.*

#### RECEIVING ORDERS.

AINSWORTH, GEORGE, Bradford, Yorks, Staff Manufacturer  
Bradford Pet Feb 27 Ord Feb 27  
ANDREWS, THOMAS, Totnes, Devon, Dairymen Plymouth  
Pet Feb 29 Ord Feb 28  
ARELL, COTTERELL, Andoversford, Glos Cheltenham Pet  
Feb 28 Ord Feb 28  
BARKER, BENJAMIN, Keighley, Yorks, Bootmaker Bradford  
Pet Feb 29 Ord Feb 28  
BARNES, BEATRICE MARY, Clapham Junction, Printer  
Wandsworth Pet Feb 27 Ord Feb 27  
BREEDLE, HARRY, Tipton, Staffs, Painter Dudley Pet Feb  
19 Ord Feb 19  
BENNISON, PHILIP, Hackworth, Yorks, Innkeeper North-  
allerton Pet Feb 28 Ord Feb 28  
BIRCHALL, JOHN, Rainhill, Lancs, Stockbroker Liverpool  
Pet Feb 8 Ord Feb 28  
BLACKIN, ALFRED, Notwood, Gent Croydon Pet Jan 27  
Ord Feb 25  
BLOOM, THOMAS, Farnworth, Lancs, Confectioner Bolton  
Pet Feb 29 Ord Feb 29  
BOWLER, THOMAS CHARLES, Wavendon, Bucks, Builder  
Northampton Pet Feb 27 Ord Feb 27  
CLARKE, SAMUEL, Frodsham, Cheshire, Potato Dealer War-  
ington Pet Feb 27 Ord Feb 27  
DOBSON, WILLIAM GEORGE MOYSE, Kentish Town High  
Court Pet Feb 29 Ord Feb 29  
ELLENBOGEN, REUBEN, Scruton st, Finsbury, Cabinet  
Maker High Court Pet Feb 12 Ord Feb 28  
EWER, SON, & CHANCELLOR, St Dunstan's Hill, Wine Mer-  
chants High Court Pet Jan 23 Ord Feb 28  
GETTIN, THOMAS (jun), Llanwryddel, Montgomeryshire  
Bootmaker Newtown Pet Feb 27 Ord Feb 27  
GILDEN, FREDERICK, Mileham, Norfolk, Innkeeper Norwich  
Pet Feb 27 Ord Feb 27  
GRIFFITH, ROBERT, Gresford, nr Carnarvon, Grocer Bangor  
Pet Feb 17 Ord Feb 28  
HORNETT, EDWARD FOSTER, Darlington, Stockton on  
Tees Pet Feb 27 Ord Feb 27  
HOWELL, JOHN THOMAS, Gt Tower st, Printer High Court  
Pet Feb 29 Ord Feb 29  
HOWELL, W. GLASSHORN, st, Regent st, High Court Pet  
Jan 29 Ord Feb 28  
JACKSON, WILLIAM, Walsall, Fruiterers Walsall Pet Feb  
27 Ord Feb 27  
JEFFREYS, JAMES, Kyverdale rd, Stamford Hill, Clerk  
High Court Pet Feb 29 Ord Feb 29  
JOHNS, FRANCIS, Dawlish, Devon, Farmer Exeter Pet  
Feb 28 Ord Feb 28  
JONES, GEORGE, Dartmouth, Boot Dealer Plymouth Pet  
Feb 28 Ord Feb 28  
JONES, WILLIAM DANIEL, Penrhynedduethraeth, Grocer Port-  
madoc Pet Feb 27 Ord Feb 27  
JUDD, WILLIAM, Oakfield rd, Stroud Green, Gent High  
Court Pet Jan 3 Ord Feb 28  
LAKE, SIMON, Caledonian rd, Flour Dealer Wandsworth  
Pet Feb 8 Ord Feb 27  
LEFFLEY, JOHN, Sudbury, Suffolk, Fishmonger Colchester  
Pet Feb 29 Ord Feb 29  
LOCK, GEORGE MILLS, Feniton, Devon, Labourer Exeter  
Pet Feb 28 Ord Feb 28  
MATHIAS, PETER, Listria park, Stoke Newington High  
Court Pet Feb 27 Ord Feb 27  
MEADOWCROFT, HARRY SUTTON, Kidsgrove, Staffs, Grocer  
Hanley Pet Feb 29 Ord Feb 29  
MILNE, TOMMY, Brighouse, Yorks, General Carrier Hali-  
fax Pet Feb 29 Ord Feb 29  
MINTON, THOMAS HENRY, Derby, Railway Clerk Derby  
Pet Feb 27 Ord Feb 27  
MORGANS, MARGARET, Carmarthens, Draper Carmar-  
then Pet Feb 29 Ord Feb 29  
NORTHOVER, JAMES, Cerny, Dorset, Farmer Dorchester  
Pet Feb 27 Ord Feb 27  
PAYNE, ALFRED WILLIAM, Stogursey, Somerset, Road  
Contractor Taunton Pet Feb 27 Ord Feb 27  
POTTER, WILLIAM, Ipswich, Boot Maker Ipswich Pet Feb  
26 Ord Feb 26  
RINTS, FRANCIS, Dover, Tailor Canterbury Pet Feb 29  
ROWE, OLIVER, Sydney tree, Fulham rd, Bootmaker High  
Court Pet Jan 18 Ord Jan 27  
SARKINS, MARTIN, Pump st, Temple, Barrister High Court  
Pet Jan 3 Ord Feb 27  
SLATER, WILLIAM, Upper Gornal, Staffs, Builder Dudley  
Pet Feb 18 Ord Feb 18  
STOW, WILLIAM, High st, Beckenham, Butcher Green-  
wich Pet Feb 4 Ord Feb 25  
TAYLOR, FRED, Belper, Derbyshire, Joiner Sheffield Pet  
Feb 28 Ord Feb 28  
TUBE, FREDERICK, Thornaby on Tees, Yorks, Grocer Stock-  
ton on Tees Pet 25 Ord Feb 26  
UGLE, GEORGE, Eland rd, Lavender Hill, Builder Wands-  
worth Pet Feb 25 Ord Feb 25  
WARD, JAMES, Coventry Coventry Pet Feb 26 Ord  
Feb 26

Amended notice substituted for that published in the  
London Gazette of Feb. 21:

HIBBARD, CHARLES EDWARD, Birmingham, Metal Broker  
Birmingham Pet Feb 6 Ord Feb 17

#### FIRST MEETINGS.

ADAMS, RICHARD, West Bromwich Mar 11 at 2 County  
Court, West Bromwich  
AINSWORTH, GEORGE, Chetham, Manchester, Staff Manu-  
facturer Mar 12 at 11 Off Rec, 31, Manor row, Birm-  
ingham  
ALDRIDGE, THOMAS, Kidderminster, Innkeeper Mar 14 at  
1.30 Off Rec, 45, Copenhagen st, Worcester  
BARKER, BENJAMIN, Keighley, Yorks, Boot Maker Mar 13  
at 11 Off Rec, 31, Manor row, Bradford  
BECK, SAMUEL, and LAWRENCE BECK, Brushfield st, Glass  
Merchants Mar 13 at 2.30 Bankruptcy bldgs, Carey st  
BIRDS, EDWARD, Castelnau, Barnes, Wheelwright Mar 10  
at 2.30 Bankruptcy bldgs, Carey st  
BOWDEN, THOMAS, Torquay, Stationer Mar 12 at 10 Off  
Rec, 13, Bedford circus, Exeter  
BRADFORD, FREDERICK, Burton on Trent, Clerk Mar 10 at  
12 Off Rec, 40, St Mary's gate, Derby  
BROWNE, WILLIAM PAYNE BARTON, Bedford row, Soli-  
tary March 10 at 19 Bankruptcy bldgs, Carey st  
CASTLE, THOMAS, Folkestone, Butcher Mar 20 at 9.30 Off  
Rec, 73, Castle st, Canterbury  
COOPER, GEORGE, Hucknall, Torkard, Notts, Coal Mine  
Mar 10 at 12 Off Rec, St Peter's church walk, Not-  
tingham  
COX, CHARLES FREDERICK, Gt James st, Marylebone,  
Grocer Mar 13 at 11 Bankruptcy bldgs, Carey st  
CROOKS, HENRY, Sheffield, Joiner March 10 at 2.30 Off  
Rec, Figgate lane, Sheffield  
DAMANT, ERNEST RUPERT MAXWELL, Bethune rd, Stock  
Newington, Lead Merchant March 13 at 11 Bank-  
ruptcy bldgs, Carey st  
DEVEREUX, ROBERT, WILLIAM GROOME, Walsall, Leather  
Factor March 12 at 11 Off Rec, Walsall  
DOWLER, LAURA, Stourbridge, Grocer March 10 at 2  
Talbot Hotel, Stourbridge  
DREWRY, JAMES, and JOSEPH CLIFTON DREWRY, Gt  
Grimsby, Iron Merchants March 12 at 11 Off Rec,  
15, Gellion st, Gt Grimsby  
EATON, CHARLES, Cheshire, Licensed Victualler March 13  
at 10.30 Court House, Upper Bank st, Warrington  
EVANS, WILLIAM, Carmarthen, Builder March 10 at 11.30  
Off Rec, 4, Queen st, Carmarthen  
GABRETT, DANIEL FITZGIBSON, New Bond at March 13 at  
2.30 Bankruptcy bldgs, Carey st  
GEORGES, WILLIAM, Leeds, Foot Merchant March 11 at 11  
Off Rec, 22, Park row, Leeds  
HEPPEL, MARY, SIMON ADOLPH, New Zealand avenue, Pub-  
lisher March 11 at 2.30 Bankruptcy bldgs, Carey st  
HILL, FRANCIS, High Wycombe, Chair Manufacture  
March 12 at 12 Bankruptcy Office, Oxford  
HOLT, ROBERT GLEDHILL, Ravensthorpe, York, Con-  
fectioner March 10 at 3 Off Rec, Bank chmbs,  
Ratley  
HOPLEY, WILLIAM, Walsall March 12 at 11.30 Off Rec,  
Walsall  
HOWELL, DAVID, Newport, Grocer March 13 at 12 Off  
Rec, Gloucester Bank chmbs, Newport, Mon  
HOYER, JOHN, Rochdale, Lancs, Corn Dealer March 12 at  
5.30 Off Rec, 97, Bridge st, Manchester  
JACKSON, ANNE ELIZA, Westbourne sq March 10 at 12  
Bankruptcy bldgs, Carey st  
JESSOP, AUGUSTUS STONEBRIDGE, Jack's Farm, Hale End,  
Walthamstow, Farmer March 10 at 2.30 Bankruptcy  
bldgs, Carey st  
JILES, CHARLES, Annandale rd, Turnham Green, Draper  
March 12 at 3 Off Rec, 95, Temple chmbs, Temple  
avenue  
JONES, JOHN, Commercial rd East, Dairymen March 13 at  
12 Bankruptcy bldgs, Carey st  
JONES, THOMAS, Abergavenny, Carmarthens, Timber Mer-  
chant March 10 at 12.30 Off Rec, 4, Queen st,  
Carmarthen  
LANE, ALBERT EDWARD, and THOMAS WILLIAM LANE,  
Birmingham, Builders March 12 at 11, 23, Colmore  
row, Birmingham  
LEWIS, FLOYDE WEDLACE, Avenue rd, Acton, Clerk  
March 11 at 3 Off Rec, 95, Temple chmbs, Temple  
avenue  
LEWIS, WILLIAM, Newport, Mon, Grocer March 13 at  
12.30 Off Rec, Gloucester Bank chmbs, Newport, Mon  
LOCK, GEORGE MILLS, Feniton, Devon, Labourer Exeter  
12 at 10 Off Rec, 13, Bedford circus, Exeter  
MACAULAY, DONALD, Birmingham, Draper March 11 at 11  
23, Colmore row, Birmingham  
MARSHFIELD, THOMAS KIRLY, Melrose grdns, Shepherd's  
Bush, Gent Mar 11 at 2.30 Bankruptcy bldgs, Carey st  
MATHIAS, PETER, Listria park, Stoke Newington Mar 11  
at 12 Bankruptcy bldgs, Carey st  
MINTON, THOMAS HENRY, Derby, Clerk Mar 11 at 12 Off  
Rec, 40, St Mary's gate, Derby  
MUDON, JOHN, Walton st, Pont st, Chelsea, Watchmaker  
Mar 10 at 1 Bankruptcy bldgs, Carey st  
PAPE, WILLIAM HENRY, Peterborough, Builder Mar 20 at  
12 Law Courts, New rd, Peterborough  
PAYNE, ALFRED WILLIAM, Stourbridge, Draper  
Contractor Mar 11 at 11.30 Off Rec, 58, Hammst st,  
Taunton  
RICHARDS, WILLIAM THOMAS, Chatteris, Cambridge, Sadd-  
ler Mar 20 at 12 Law Courts, New rd, Peter-  
borough  
RICHARDSON, FERNAND, South rd, Twickenham Mar 11  
at 12 Off Rec, 95, Temple chmbs, Temple avenue  
RICHARDSON, THOMAS ALFRED, Leicester, Carpenter Mar  
10 at 12.30 Off Rec, 1, Herridge st, Leicester  
SCOTT, EDWARD, Durham, Farm Manager Mar 10 at 3 Off  
Rec, 25, John st, Sunderland  
SCOTT, JOHN, Hawkesley rd, Stoke Newington, Manufac-  
turer Mar 11 at 11 Bankruptcy bldgs, Carey st  
SHAW, EDWARD, Howden, Yorks, Collector March 11 at  
11 Off Rec, Trinity House lane, Hull  
SUTTON, JOHN HASTINGS, Barnsley, Yorks, Coal Merchant  
March 11 at 10 Off Rec, 3, Back Regent st, Barnsley  
THOMAS, DAVID, Swansea, Colliery Proprietor March 11 at  
12 Off Rec, 31, Alexandra rd, Swansea

THOMAS, RICHARD, West Bromwich Mar 11 at 2 County  
Court, West Bromwich  
WHITAKER, 11 at 10.30  
WHITAKER, 17 at 2.30  
WILLIAMS, T. Off Rec, Wood, E. M., Bankrupt  
WOOLCOCK, MARCH 1  
ADAMS, RICHARD, West Bromwich Mar 11 at 2 County  
Court, West Bromwich  
AINSWORTH, GEORGE, Chetham, Manchester, Staff Manu-  
facturer Mar 12 at 11 Off Rec, 31, Manor row, Birm-  
ingham  
ALDRIDGE, THOMAS, Kidderminster, Innkeeper Mar 14 at  
1.30 Off Rec, 45, Copenhagen st, Worcester  
BARKER, BENJAMIN, Keighley, Yorks, Boot Maker Mar 13  
at 11 Off Rec, 31, Manor row, Bradford  
BECK, SAMUEL, and LAWRENCE BECK, Brushfield st, Glass  
Merchants Mar 13 at 2.30 Bankruptcy bldgs, Carey st  
BIRDS, EDWARD, Castelnau, Barnes, Wheelwright Mar 10  
at 2.30 Bankruptcy bldgs, Carey st  
BOWDEN, THOMAS, Torquay, Stationer Mar 12 at 10 Off  
Rec, 13, Bedford circus, Exeter  
BRADFORD, FREDERICK, Burton on Trent, Clerk Mar 10 at  
12 Off Rec, 40, St Mary's gate, Derby  
BROWNE, WILLIAM PAYNE BARTON, Bedford row, Soli-  
tary March 10 at 19 Bankruptcy bldgs, Carey st  
CASTLE, THOMAS, Folkestone, Butcher Mar 20 at 9.30 Off  
Rec, 73, Castle st, Canterbury  
COOPER, GEORGE, Hucknall, Torkard, Notts, Coal Mine  
Mar 10 at 12 Off Rec, St Peter's church walk, Not-  
tingham  
COX, CHARLES FREDERICK, Gt James st, Marylebone,  
Grocer Mar 13 at 11 Bankruptcy bldgs, Carey st  
CROOKS, HENRY, Sheffield, Joiner March 10 at 2.30 Off  
Rec, Figgate lane, Sheffield  
DAMANT, ERNEST RUPERT MAXWELL, Bethune rd, Stock  
Newington, Lead Merchant March 13 at 11 Bank-  
ruptcy bldgs, Carey st  
DEVEREUX, ROBERT, WILLIAM GROOME, Walsall, Leather  
Factor March 12 at 11 Off Rec, Walsall  
DOWLER, LAURA, Stourbridge, Grocer March 10 at 2  
Talbot Hotel, Stourbridge  
DREWRY, JAMES, and JOSEPH CLIFTON DREWRY, Gt  
Grimsby, Iron Merchants March 12 at 11 Off Rec,  
15, Gellion st, Gt Grimsby  
EATON, CHARLES, Cheshire, Licensed Victualler March 13  
at 10.30 Court House, Upper Bank st, Warrington  
EVANS, WILLIAM, Carmarthen, Builder March 10 at 11.30  
Off Rec, 4, Queen st, Carmarthen  
GABRETT, DANIEL FITZGIBSON, New Bond at March 13 at  
2.30 Bankruptcy bldgs, Carey st  
GEORGES, WILLIAM, Leeds, Foot Merchant March 11 at 11  
Off Rec, 22, Park row, Leeds  
HEPPEL, MARY, SIMON ADOLPH, New Zealand avenue, Pub-  
lisher March 11 at 2.30 Bankruptcy bldgs, Carey st  
HILL, FRANCIS, High Wycombe, Chair Manufacture  
March 12 at 12 Bankruptcy Office, Oxford  
HOLT, ROBERT GLEDHILL, Ravensthorpe, York, Con-  
fectioner March 10 at 3 Off Rec, Bank chmbs,  
Ratley  
HOPLEY, WILLIAM, Walsall March 12 at 11.30 Off Rec,  
Walsall  
HOWELL, DAVID, Newport, Grocer March 13 at 12 Off  
Rec, Gloucester Bank chmbs, Newport, Mon  
HOYER, JOHN, Rochdale, Lancs, Corn Dealer March 12 at  
5.30 Off Rec, 97, Bridge st, Manchester  
JACKSON, ANNE ELIZA, Westbourne sq March 10 at 12  
Bankruptcy bldgs, Carey st  
JESSOP, AUGUSTUS STONEBRIDGE, Jack's Farm, Hale End,  
Walthamstow, Farmer March 10 at 2.30 Bankruptcy  
bldgs, Carey st  
JILES, CHARLES, Annandale rd, Turnham Green, Draper  
March 12 at 3 Off Rec, 95, Temple chmbs, Temple  
avenue  
JONES, JOHN, Commercial rd East, Dairymen March 13 at  
12 Bankruptcy bldgs, Carey st  
JONES, THOMAS HENRY, Abergavenny, Carmarthens, Timber Mer-  
chant March 10 at 12.30 Off Rec, 4, Queen st,  
Carmarthen  
LANE, ALBERT EDWARD, and THOMAS WILLIAM LANE,  
Birmingham, Builders March 12 at 11, 23, Colmore  
row, Birmingham  
LEWIS, FLOYDE WEDLACE, Avenue rd, Acton, Clerk  
March 11 at 3 Off Rec, 95, Temple chmbs, Temple  
avenue  
LEWIS, WILLIAM, Newport, Mon, Grocer March 13 at  
12.30 Off Rec, Gloucester Bank chmbs, Newport, Mon  
LOCK, GEORGE MILLS, Feniton, Devon, Labourer Exeter  
12 at 10 Off Rec, 13, Bedford circus, Exeter  
MACAULAY, DONALD, Birmingham, Draper March 11 at 11  
23, Colmore row, Birmingham  
MARSHFIELD, THOMAS KIRLY, Melrose grdns, Shepherd's  
Bush, Gent Mar 11 at 2.30 Bankruptcy bldgs, Carey st  
MATHIAS, PETER, Listria park, Stoke Newington Mar 11  
at 12 Bankruptcy bldgs, Carey st  
MINTON, THOMAS HENRY, Derby, Clerk Mar 11 at 12 Off  
Rec, 40, St Mary's gate, Derby  
MUDON, JOHN, Walton st, Pont st, Chelsea, Watchmaker  
Mar 10 at 1 Bankruptcy bldgs, Carey st  
PAPE, WILLIAM HENRY, Peterborough, Builder Mar 20 at  
12 Law Courts, New rd, Peterborough  
PAYNE, ALFRED WILLIAM, Stourbridge, Draper  
Contractor Mar 11 at 11.30 Off Rec, 58, Hammst st,  
Taunton  
RICHARDS, WILLIAM THOMAS, Chatteris, Cambridge, Sadd-  
ler Mar 20 at 12 Law Courts, New rd, Peter-  
borough  
RICHARDSON, FERNAND, South rd, Twickenham Mar 11  
at 12 Off Rec, 1, Herridge st, Leicester  
SCOTT, EDWARD, Durham, Farm Manager Mar 10 at 3 Off  
Rec, 25, John st, Sunderland  
SCOTT, JOHN, Hawkesley rd, Stoke Newington, Manufac-  
turer Mar 11 at 11 Bankruptcy bldgs, Carey st  
SHAW, EDWARD, Howden, Yorks, Collector March 11 at  
11 Off Rec, Trinity House lane, Hull  
SUTTON, JOHN HASTINGS, Barnsley, Yorks, Coal Merchant  
March 11 at 10 Off Rec, 3, Back Regent st, Barnsley  
THOMAS, DAVID, Swansea, Colliery Proprietor March 11 at  
12 Off Rec, 31, Alexandra rd, Swansea

THOMAS, Moorgate et, Solicitor March 12  
611 Bankruptcy bldge, Carey st

YOUNG, CHARLES ALFRED, Leicester, Painter March 10 at 3  
Off Rec, 1, Herridge st, Leicester

WAINWRIGHT, ALBERT, Thurlstone, Works, Builder March 11 at 10-20  
Off Rec, 3, Back Regent st, Barnsley

WHITING, HENRY, Ainsdale, Lancs, Stock Broker March 17 at 2-30  
Off Rec, 25, Victoria st, Liverpool

WILLIAMS, THOMAS, Cardiff, Tailor's Cutler Feb 12 at 11  
Off Rec, 29, Queen st, Cardiff

WOOD, E. MONTAGUE, Duke st, St. James's March 12 at 12  
Bankruptcy bldge, Carey st

WOLCOCK, RICHARD HENRY, Helston, Cornwall, Stationer

March 10 at 12-30 Off Rec, Boscombe st, Truro

#### ADJUDICATIONS.

ADAMS, RICHARD, West Bromwich West Bromwich Pet Feb 19 Ord Feb 28

ALDWORTH, GEORGE, Bradford, Yorks, Staff Manufacturer

Bradford Pet Feb 27 Ord Feb 27

ALDROTH, THOMAS, Kidderminster, Innkeeper Worcester

Pet Feb 22 Ord Feb 26

ANDREW, THOMAS, Totnes, Devon, Dairyman Plymouth

Pet Feb 28 Ord Feb 28

BARKER, BERNARD, Keighley, Yorks, Bootmaker Bradford

Pet Feb 27 Ord Feb 28

BEEDELL, HARRY, Tipton, Staffs, Painter Dudley Pet Feb 19 Ord Feb 19

BENSON, PHILIP, Hackforth, Yorks, Innkeeper Northallerton Pet Feb 27 Ord Feb 28

BLOOM, THOMAS, Farnworth, Lancs, Confectioner Bolton

Pet Feb 29 Ord Feb 29

BOWLER, THOMAS CHARLES, Warrendon, Bucks, Builder

Nottingham Pet Feb 27 Ord Feb 27

BROOKHAM, WILLIAM, FREDERICK, and FREDERICK JOHN

ROGERS, Twickenham, Builders Brentford Pet Jan 31 Ord Feb 21

CARE, RANDOLPH, Thomas, Coalbrookdale, Salop, Farmer

Madeley Pet Jan 31 Ord Feb 27

CLARK, SAMUEL, Frodsham, Cheshire, Potato Dealer

Warrington Pet Feb 27 Ord Feb 27

DARANT, ERNEST RUPERT MAXWELL, Bethune rd, Stoke

Newington, Lead Merchant, High Court Pet Feb 20 Ord Feb 29

EVANS, WILLIAM, Carmarthen, Builder Carmarthen Pet Feb 21 Ord Feb 29

FEY, F. C., Granville pk, Blackheath, Agent Greenwich

Pet Jan 28 Ord Feb 28

GETHIN, THOMAS, jun., Llanwyddelan, Montgomerys,

Bootmaker Newtown Pet Feb 27 Ord Feb 28

GILDEAN, FREDERICK, Mileham, Norfolk, Innkeeper

Norwich Pet Feb 27 Ord Feb 27

HACKETT, LUKE, Cardiff, Cardiff Pet Dec 17 Ord Feb 26

HOLFORD-STREVENS, WILLIAM, and ERNEST HOLFORD-

STREVENS, East Grinstead, Auctioneers Brighton

Ord Feb 28

HONEYMAN, EDWARD FOSTER, Darlington Stockton on Tees Pet Feb 27 Ord Feb 27

JEWETT, JAMES, Kyverdale rd, Stamford Hill, Clerk

High Court Pet Feb 29 Ord Feb 29

JOHNS, FRANCIS, Dawlish, Devon, Farmer Exeter Pet Feb 28 Ord Feb 28

JONES, THOMAS, Abergwily, Carmarthenshire, Timber Merchant Carmarthen Pet Feb 15 Ord Feb 27

JONES, WILLIAM DANIEL, Penhendreadrath, Grocer Portmadoc Pet Feb 27 Ord Feb 27

KING, THOMAS, Penarth, Glam, Ironmonger Cardiff Pet Jan 21 Ord Feb 26

LEFFLEY, JOHN, Sudbury, Suffolk, Fishmonger Colchester

Pet Feb 28 Ord Feb 29

LOCK, GEORGE MILLS, Peniton, Devon, Labourer Exeter

Pet Feb 29 Ord Feb 29

MARSH, BENJAMIN, Sheffield, Draper Sheffield Pet Jan 17 Ord Feb 27

MATHIAS, PETER, Stoke Newington High Court Pet Feb 27 Ord Feb 27

MEADOWCROFT, HARRY SUTTON, Kidsgrove, Staffs, Grocer

Hanley Pet Feb 29 Ord Feb 29

MINTON, THOMAS HENRY, Derby, Clerk Derby Pet Feb 27 Ord Feb 27

NORTHCROFT, JAMES, Corfe, Dorset, Farmer Dorchester

Pet Feb 26 Ord Feb 27

PATHE, ALFRED, WILLIAM, Lime st, Stogursey, Somersetshire, Road Contractor Taunton Pet Feb 26 Ord Feb 27

POTTER, WILLIAM, Ipswich, Bootmaker Ipswich Pet Feb 26 Ord Feb 26

RICHARDS, WILLIAM THOMAS, Chatteris, Cambs, Saddler Peterborough Pet Feb 6 Ord Feb 27

SARKIES, MARTIN JOHN, Temple, Barrister High Court

Pet Jan 2 Ord Feb 29

SLATER, WILLIAM, Upper Gornal, Staffs, Builder

Dudley Pet Feb 18 Ord Feb 18

TAYLOR, FRED, Belper, Derby, Joiner Sheffield Pet Feb 25 Ord Feb 28

TESS, GEORGE FRANCIS, Derby, Builder Derby Pet Jan 30 Ord Feb 27

THURSTON, FREDERICK, Thornaby on Tees, Yorks, Grocer Stockton on Tees Pet Feb 26 Ord Feb 26

ULLER, GEORGE, Eland rd, Lavender hill, Builder

Wandsworth Pet Feb 25 Ord Feb 28

WARD, JAMES, Coventry Coventry Pet Feb 26 Ord Feb 27

WEST, OWEN STEPHEN, Cowley, Oxford, Timber Merchant Oxford Pet Feb 1 Ord Feb 28

WRIGHT, WALTER, Wintreth rd, Wandsworth, Builder

Wandsworth Pet Dec 26 Ord Feb 27

#### ADJUDICATION ANNULLED.

SPRATT, GEORGE, Petersfield, Hants, Cattle Dealer. Portsmouth Adjud March 22, 1892 Annul Dec 24, 1895

#### SALES OF ENSUING WEEK.

MARCH 11.—MR. ALFRED RICHARDS, at the Mart, at 2, Freehold Ground-rents and Freehold and Leasehold Properties, being the first portion of the Estate of the late William Halfhead.

MARCH 18.—MESSRS. JOYCE & HALL, at the Mart, at 2, Freehold Ground-rents, secured upon Residential Flats in Red Lion-square, W.C.

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### ORDINARY BRANCH.

The number of Policies issued during the year was 61,450, assuring the sum of £6,285,260, and producing a New Annual Premium Income of £342,478.

The Premiums received during the year were £2,304,013, being an increase of £226,057 over the year 1894.

The Claims of the year amounted to £572,289. The number of Deaths was 4,479, and 218 Endowment Assurances matured.

The number of Policies in force at the end of the year was 414,137.

### INDUSTRIAL BRANCH.

The Premiums received during the year were £4,352,625, being an increase of £108,401.

The Claims of the year amounted to £1,797,688. The number of Deaths was 196,507, and 1,418 Endowment Assurances matured.

The number of Free Policies granted during the year to those Policyholders of five years standing, who desired to discontinue their payments, was 59,352, the number in force being 448,816. The number of Free Policies which became Claims during the year was 8,956.

The total number of Policies in force at the end of the year was 11,682,748; their average duration is nearly seven and three-quarter years.

The Directors have made more than one attempt to deal with the difficult question of old age pensions for the Industrial classes, and they are happy to inform the Shareholders that the special tables combining assurance with a provision for old age, which they issued in September last, have met with considerable success. At the end of the year the number of Policies in force under these tables as the result of three months working was 169,791, producing an Annual Premium Income of £62,974.

The Assets of the Company, in both branches, as shewn in the Balance Sheet, are £23,915,890, being an increase of £2,702,085 over those of 1894.

Messrs. Deloitte, Dever, Griffiths, & Co. have examined the Securities, and their certificate is appended to the Balance Sheets.

THOS. C. DEWEY,  
WILLIAM HUGHES, } Managers.

W. J. LANCASTER, Secretary.

The full Report and Balance Sheet can be obtained upon application to the Secretary.

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